

PROJECT MANUAL

**BRYANT & STRATTON COLLEGE**

180 REDTAIL ROAD  
ORCHARD PARK, NY  
SA PROJECT NO. 17033.05

MAY 23, 2022

**ARCHITECT**

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**TABLE OF CONTENTS**

**CONDITIONS OF CONTRACT**

General Conditions of the Contract AIA Document A201	A201-1 thru A201-42
Supplementary General Conditions	SGC-1 thru SGC-2

**DIVISION 1 - GENERAL REQUIREMENTS**

Section 01010 -	Summary of Work	01010-1 thru 01010-10
Section 01030 -	Alternates	01030-1 thru 01030-1
Section 01045 -	Cutting and Patching	01045-1 thru 01045-3
Section 01300 -	Submittals	01300-1 thru 01300-4
Section 01400 -	Testing Services	01400-1 thru 01400-4
Section 01700 -	Project Closeout	01700-1 thru 01700-2
Section 01720 -	Project Record Documents	01720-1 thru 01720-3
Section 01730 -	Operations and Maintenance Data	01730-1 thru 01730-2
Section 01750 -	Warranties	01750-1 thru 01750-1

**DIVISION 2 – SITE CLEARING**

Section 02050 -	Demolition	02050-1 thru 02050-4
-----------------	------------	----------------------

**DIVISION 3 – CONCRETE, REINFORCEMENT AND FORMWORK**

**DIVISION 4 – MASONRY**

**DIVISION 5 - METALS**

**DIVISION 6 - WOOD AND PLASTICS**

Section 06100 -	Rough Carpentry	06100-1 thru 06100-4
Section 06200 -	Finish Carpentry and Millwork	06200-1 thru 06200-7

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

Section 07200 -	Insulation	07200-1 thru 07200-3
Section 07900 -	Caulking and Sealants	07900-1 thru 07900-4

**DIVISION 8 - DOORS AND WINDOWS**

Section 08100 -	Steel Door Frames	08100-1 thru 08100-7
Section 08211 -	Flush Wood Doors	08211-1 thru 08211-5
Section 08710 -	Door Hardware	08710-1 thru 08710-16
Section 08800 -	Glass and Glazing	08800-1 thru 08800-6

**DIVISION 9 - FINISHES**

Section 09250 -	Metal Studs & Gypsum Wallboard	09250-1 thru 09250-6
Section 09300 -	Tile	09300-1 thru 09300-7
Section 09510 -	Acoustical Treatment	09510-1 thru 09510-4
Section 09650 -	Resilient Flooring	09650-1 thru 09650-6

**BRYANT & STRATTON COLLEGE  
180 REDTAIL – ORCHARD PARK**

**TABLE OF CONTENTS**

Section 09900 - Painting 09900-1 thru 09900-7  
**DIVISION 10 – SPECIALTIES**

Section 10210 - Miscellaneous Specialties 10210-1 thru 10210-3  
Section 10522 - Fire Extinguishers, Cabinets and Acc. 10522-1 thru 10522-3  
Section 10540 - Specialty Signs 10540-1 thru 10540-3

**DIVISION 11 – EQUIPMENT**

**DIVISION 12 – FURNISHINGS**

**DIVISION 14 – CONVEYING SYSTEMS**

**DIVISION 15 – MECHANICAL - Refer to Drawings**

**DIVISION 16 – ELECTRICAL - Refer to Drawings**

# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Bryant & Stratton College Orchard Park  
180 Redtail Road, Orchard Park, NY

### THE OWNER:

*(Name, legal status and address)*

Bryant & Stratton College

### THE ARCHITECT:

*(Name, legal status and address)*

Silvestri Architects, PC  
1321 Millersport Highway, Suite 101  
Amherst, NY 14221

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

### Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, 1.5

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

## Basic Definitions

**1.1**

### Bidding Requirements

1.1.1

### Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

### Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

### Building Permit

3.7.1

### Capitalization

**1.3**

### Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

## Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

### 7.2.1

## CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

### 15.1.1

Claims, Notice of  
1.6.2, 15.1.3

## CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims  
15.4.1

## Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

## Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

## Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

## Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of

### 8.1.2

## Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## COMPLETION, PAYMENTS AND

### 9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## Consolidation or Joinder

### 15.4.4

## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of  
7.3.1

## Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

## Contingent Assignment of Subcontracts

5.4, 14.2.2.2

## Continuing Contract Performance

### 15.1.4

Contract, Definition of

### 1.1.2

## CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

### 1.1.1

## Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

### 9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

## CONTRACTOR

### 3

## CONTRACTOR

### 3

Contractor, Definition of

### 3.1, 6.1.2

## Contractor's Construction and Submittal

### Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3, 11.3, 14.1, 14.2.1.1

### **Contractor's Liability Insurance**

#### **11.1**

Contractor's Relationship with Separate Contractors  
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,  
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,  
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,  
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,  
15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

#### **1.2**

**Cost, Definition of**

#### **7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,  
12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

3.14, 6.2.5

**Damage to Construction of Owner or Separate  
Contractors**

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

**Damage to the Work**

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

**Damages, Claims for**

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,  
11.3, 14.2.4, 15.1.7

**Damages for Delay**

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work, Definition of  
8.1.2**

**Date of Substantial Completion, Definition of  
8.1.3**

**Day, Definition of**

#### **8.1.4**

**Decisions of the Architect**

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,  
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,  
14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, 9.5, 9.7, 14.1.1.3

**Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of**

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,  
9.10.4, 12.2.1

**Definitions**

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,  
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

**Digital Data Use and Transmission**

#### **1.7**

**Disputes**

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

#### **3.11**

**Drawings, Definition of**

#### **1.1.5**

**Drawings and Specifications, Use and Ownership of**

#### **3.11**

**Effective Date of Insurance**

#### **8.2.2**

**Emergencies**

#### **10.4, 14.1.1.2, 15.1.5**

**Employees, Contractor's**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.3, 14.1, 14.2.1.1

**Equipment, Labor, or Materials**

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

**Execution and Progress of the Work**

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,  
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,  
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4



Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
(See Defective or Nonconforming Work)

**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**  
**1**

**Governing Law**  
**13.1**

Guarantees (See Warranty)

**Hazardous Materials and Substances**  
10.2.4, **10.3**

Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

**Initial Decision**  
**15.2**

**Initial Decision Maker, Definition of**  
1.1.8

Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4

Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders  
1.1.1

Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**  
**1.1.7**

Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3

**Insurance, Contractor's Liability**  
**11.1**

Insurance, Effective Date of  
8.2.2, 14.4.2

**Insurance, Owner's Liability**  
**11.2**

**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials  
9.3.2

**INSURANCE AND BONDS**  
**11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1

Insured loss, Adjustment and Settlement of  
11.5

Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**  
**13.5**

**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written  
4.2.11, 4.2.12

Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes  
8.3.1

Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**  
10.2.4, **10.3**

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

##### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

Owner, Definition of

#### 2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

#### 11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

### 6.3

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

### 6.1

Owner's Right to Stop the Work

### 2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

#### 3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

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**Project, Definition of**  
**1.1.4**  
 Project Representatives  
 4.2.10  
**Property Insurance**  
 10.2.5, **11.2**  
**Proposal Requirements**  
 1.1.1  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
 Regulations and Laws  
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
 Rejection of Work  
 4.2.6, 12.2.1  
 Releases and Waivers of Liens  
 9.3.1, 9.10.2  
 Representations  
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
 Representatives  
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
 Responsibility for Those Performing the Work  
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
 Retainage  
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field**  
**Conditions by Contractor**  
 3.2, 3.12.7, 6.1.3  
 Review of Contractor's Submittals by Owner and  
 Architect  
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
 Review of Shop Drawings, Product Data and Samples  
 by Contractor  
 3.12  
**Rights and Remedies**  
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
 12.2.4, **13.3**, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
 Rules and Notices for Arbitration  
 15.4.1  
**Safety of Persons and Property**  
**10.2**, 10.4  
**Safety Precautions and Programs**  
 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
 3.11, **3.12**, 4.2.7  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
**9.2**, 9.3.1  
 Schedules, Construction  
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors  
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
**6.1.1**  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
 3.11, **3.12**, 4.2.7  
**Site, Use of**  
**3.13**, 6.1.1, 6.2.1  
 Site Inspections  
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
 Site Visits, Architect's  
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
 Special Inspections and Testing  
 4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
 Statute of Limitations  
 15.1.2, 15.4.1.1  
 Stopping the Work  
 2.2.2, 2.4, 9.7, 10.3, 14.1  
 Stored Materials  
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
 Subcontractors, Work by  
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
 9.6.7  
**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
 Submittals  
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
 9.9.1, 9.10.2, 9.10.3  
 Submittal Schedule  
 3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
 6.1.1, **11.3**  
**Substances, Hazardous**  
**10.3**  
**Substantial Completion**  
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,  
 15.1.2  
**Substantial Completion, Definition of**  
**9.8.1**  
 Substitution of Subcontractors  
 5.2.3, 5.2.4  
 Substitution of Architect  
 2.3.3  
 Substitutions of Materials  
 3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**

Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
**13.2**  
**Superintendent**  
3.9, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4  
**Suppliers**  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,  
9.10.5, 14.2.1  
**Surety**  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,  
15.2.7  
**Surety, Consent of**  
9.8.5, 9.10.2, 9.10.3  
**Surveys**  
1.1.7, 2.3.4  
**Suspension by the Owner for Convenience**  
**14.3**  
**Suspension of the Work**  
3.7.5, 5.4.2, 14.3  
**Suspension or Termination of the Contract**  
5.4.1.1, 14  
**Taxes**  
3.6, 3.8.2.1, 7.3.4.4  
**Termination by the Contractor**  
14.1, 15.1.7  
**Termination by the Owner for Cause**  
5.4.1.1, 14.2, 15.1.7  
**Termination by the Owner for Convenience**  
**14.4**  
**Termination of the Architect**  
2.3.3  
**Termination of the Contractor Employment**  
14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

#### **Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

#### **TIME**

### **8**

#### **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

#### **Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,  
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,  
15.1.3, 15.4

#### **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

#### **Title to Work**

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK**

### **12**

#### **Uncovering of Work**

### **12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

#### **Unit Prices**

7.3.3.2, 9.1.2

#### **Use of Documents**

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

#### **Use of Site**

3.13, 6.1.1, 6.2.1

#### **Values, Schedule of**

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

#### **Waivers of Subrogation**

6.1.1, 11.3

#### **Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,

15.1.2

Weather Delays

8.3, 15.1.6.2

#### **Work, Definition of**

1.1.3

#### **Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

#### **Written Interpretations**

4.2.11, 4.2.12

#### **Written Orders**

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

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

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

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

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

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

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

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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



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

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

**§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

**§ 3.9 Superintendent**

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

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

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

**§ 3.10 Contractor's Construction and Submittal Schedules**

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

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

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

**§ 3.11 Documents and Samples at the Site**

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

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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.

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§ 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.

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§ 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 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.

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

#### § 13.5 Interest

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

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

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

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

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

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

**§ 14.2 Termination by the Owner for Cause**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

**§ 14.3 Suspension by the Owner for Convenience**

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

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

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

**§ 14.4 Termination by the Owner for Convenience**

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

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

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

Init.

§ 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.

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§ 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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### **PAGE 1**

Bryant & Stratton College Orchard Park  
180 Redtail Road, Orchard Park, NY

...

Bryant & Stratton College

...

Silvestri Architects, PC  
1321 Millersport Highway, Suite 101  
Amherst, NY 14221

## **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 16:06:07 ET on 05/24/2022 under Order No. 2114240940 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



**SUPPLEMENTARY GENERAL CONDITIONS**

1. **PROTECTION OF PERSONS AND PROPERTY**

(Amend Article 10 of the General Conditions by the addition of the following):

All items of work required for the protection of public, workmen, site and construction operation as required by the General Conditions and/or laws or regulations shall be completed before the work is started on the project.

2. **EXECUTION, CORRELATION, INTENT OF DOCUMENTS**

Make no changes from Contract Documents without first receiving written permission from the Architect. Where detailed information is lacking, before proceeding with work, refer matter to Architect for information.

If work is required in manner to make it impossible to produce first class work or should discrepancies appear among Contract Documents, request interpretation before proceeding with work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner. Should conflict occur in or between drawings and specifications, Contractor is deemed to have estimated on more expensive way of doing Work unless he shall have asked for and obtained written decision before submission of proposal as to which method or materials will be required.

Omissions from the drawings or specification, or the misdescription of details for work which are manifestly necessary to carry out the intent of the drawings and specifications or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work; but they shall be performed to complete the work as it is intended, without any gaps between the various subdivision of work or between the work of the Contractor and all subcontractors, as if fully and correctly set forth and described in the drawings and specifications.

3. **SUBCONTRACTORS**

(Amend Article 5.2-1 of the General Conditions by the addition of the following):

Within 10 days after awarding of the contracts, the prime Contractors shall submit a list of suppliers and/or Subcontractors he or she proposes to employ in the construction of the project for approval to the architect.

4. **SUBSTANTIAL COMPLETION**

(Amend Article 9.8 of the General Conditions by the addition of the following):

Substantial completion is defined as the point of time when the owner is able to use the facility in its entirety.

5. **PROGRESS PAYMENTS**

(Amend Article 9.6 of the General Conditions by the addition of the following):

Payments will be made on the basis of progress and will be made once a month. Application for Payment Form shall be submitted in triplicate on AIA Standard Form Document G702 by the thirtieth of each month for payment by the thirtieth of the following month.

Progress payments shall be made upon monthly requisitions from the contractor in the amount of ninety per cent, (90%), of the contract sum allocated to labor and materials and equipment stored on or off site for that monthly period.

6. CONTRACT

The Form of Agreement Between the Construction Manager and Sub Contractor, (Stipulated Sum), AIA Document A401, Standard Form of the American Institute of Architects, 1987 edition, pages 1 through 4, shall be used as the contract and shall form a part of these bidding documents.

This document is kept on file in the architect's office and may be examined upon request by any of the bidders.

END OF SECTION



**SECTION 01010 - SUMMARY OF WORK**

1.0 GENERAL

- A. This project consists of interior renovations of the first and second floors of an existing building located in Orchard Park, New York. There will be ongoing building operations and activities outside of the work area throughout the construction period. All work is to be coordinated with the college's schedule.

1.1 CONTRACTS

- A. This is a Multiple Contract project to be determined by the Construction Manager may be reviewed on Casilio Companies webpage for this project:
  - 1. The General Contractor will be responsible for the construction of the entire project.
  - 2. The General Contractor as prime Contractor is responsible for coordination between himself and all his sub-Contractors.
  - 3. All Contractors, prime or sub are directed to cooperate and coordinate their work with each other, and the lack of such will not be an acceptable excuse for delays.
  - 4. Any conflicts between the Construction Manager and/or sub-Contractors which will cause delay in construction, must be brought to the attention of the Construction Manager, in writing, within twenty-four (24) hours.
- B. All contracts shall include the Instructions to Bidders, Form of Bid, General Conditions and Supplementary Conditions and General Requirements.
- C. Extent of Operation - The Contractors shall provide all items, articles, materials, operation or methods listed, indicated, mentioned, or scheduled on the drawings and/or in the specifications, including all labor, materials, equipment and incidentals, necessary and required for their completion and installation in the project.

1.2 EXAMINATION OF SITE, DOCUMENTS, ETC.

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions as they exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall also thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, document or to visit the site or acquaint himself with conditions there existing shall in no way relieve the Bidder from any obligation with respect to his Bid.

1.3 PERMITS

- A. The prime Contractors are responsible for obtaining and paying for all necessary permits as required by laws and ordinances for work required to construct the project.
- B. Separate permits will be required by the Fire Alarm Contractor and the Fire Sprinkler Contractor. Each of these Contractors shall apply for, submit all necessary and required drawings and calculations and obtain all necessary permits for their work.

1.4 REFERENCES

- A. References to known standard specifications shall mean and intend latest edition of such specifications adopted and published at date of invitation to submit proposals.
- B. Reference to technical society, or organization or bodies is made in the specifications in accordance with the following abbreviations:

AIA	American Institute of Architects
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASTM	American Society for Testing Materials
AWSC	American Welding Society Code
FS	Federal Specification
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
UL	Underwriters' Laboratories, Inc.
ASA	American Standard Association
SJI	Steel Joist Institute
AASHO	American Association of State Highway Official
CSI	Construction Specifications Institute
NYS	New York State Public Works Specification 1-2-62

1.5 CONSTRUCTION ASSOCIATION, CODES AND SPECIFICATIONS (option to substitute or add to references)

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National standard Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	American Woodwork Institute
AWPI	American Wood Preservers Institute
AWS	American Welding Society
BIA	Brick Institute of America
CRCI	Concrete Reinforcing Steel Institute
CS	Commercial Standards
FGMA	Flat Glass Marketing Association
FM	Factory Mutual System
IEEE	Institute of Electrical and Electronic Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association

NFPA	National Fire Protection Association
NYSDOT	New York State Department of Transportation
NYSDPW	New York State Department of Public Works
PCI	Precast Concrete Institute
PEI	Porcelain Enamel Institute
SAMA	Scientific Apparatus Makers Association
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air-Conditioning Contractor's National Association
SSPC	Structural Steel Painting Council
UL	Underwriter's Laboratories

**1.6 ITEMS PROVIDED BY THIS CONTRACTOR**

- A. The General Contractor shall provide and maintain all temporary facilities, such as water, electrical services, telephone and toilets. The General Contractor is also to provide a temporary field office.
  - 1. Construction toilet facilities shall be provided and maintained by the General Contractor.
  - 2. Temporary field office shall be provided and maintained by the General Contractor. The location to be approved by the College and the building owner.
  - 3. Telephones for the Contractors, workmen and Owners use for business purposes shall be provided by the General Contractor - provide two (2) push-button phones with locks. Telephones must be capable of receiving incoming call and making outgoing local calls.
  - 4. Water is available at the site and will be extended to the work area as necessary by the General Contractor.
  - 5. Electrical Service is available at the building within the spare capacity of the existing service. If additional power is required, each contractor shall make their own arrangement.
  - 6. Staging Area: To be determined by the General Contractor with approval of the building owner.

**1.7 STORAGE AND PARKING AREAS**

- A. The General Contractor shall provide and maintain a temporary area at the site suitable for vehicular parking and for the stockpiling and storage of equipment and materials. These facilities shall be for the use of personnel for all trades of the project.
- B. The General Contractor shall keep such area free of debris, obstructions, standing water and provide necessary barricades.

**1.8 GUARANTEES**

- A. Whenever within one year of beneficial occupancy any of the prime Contractors is notified in writing by either the Architect or the Owner, that any item of equipment, material and/or workmanship has proved defective or is not in any way meeting the specification requirements, he shall immediately replace, repair or otherwise correct the defect or deficiency without cost to the Owner.
- B. The Prime Contractor's liability for defects in materials and labor shall not be limited to less

than the legal limit of liability in accordance with the laws of the State of New York.

- C. The Prime Contractor shall submit all guarantees, warranties, bonds and operating manuals to the Construction Manager and Architect prior to receipt of final payment, for all work, materials and equipment provided under their contract.

#### 1.9 AVAILABILITY OF MATERIALS

- A. The Prime Contractor shall review the availability of the materials specified and/or shown on drawings and must notify the Construction Manager or Architect of any materials that will cause any delays in the construction of the project.
- B. The delivery times, plus a list of alternate materials proposed, including additions or deductions in cost must be submitted in writing to the Construction Manager or Architect for his review within two weeks after the award of the contract.
- C. All materials must be provided as specified unless approved equal by the Architect.

#### 1.10 PROTECTION OF MATERIALS

- A. The Prime Contractor shall bear the sole responsibility for the care and protection of his respective materials and work installed in the building and materials stored on the site for which payment has been made, and for the restoration of damaged or stolen materials, at no additional cost to the Owner.

#### 1.11 REQUIRED INSURANCE

- A. Before commencing the work, the Construction Manager shall furnish to the Owner a certificate or certificates of insurance in form satisfactory to the Owner, showing that he has complied with the general conditions.
- B. The kinds and amounts of insurance are as follows:
  - 1. Workmen's Compensation Insurance a policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41 as amended of the Workmen's Compensation Law, covering all operations under the contract, whether performed by him or by his sub-Contractors.
  - 2. Liability and Property Damage Insurance limits of not less than:
    - \$ 500,000.00 Each Person
    - \$1,000,000.00 Each Accident
    - \$1,000,000.00 Aggregatefor all damages arising during the policy period, shall be furnished in the following types.
    - a. Prime Contractor's Liability Insurance: issued to and covering the liability for damage imposed by law upon each sub-Contractor with respect to all work performed by said sub-Contractor under the contract.
    - b. Prime Contractor Protective Liability Insurance: issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the contract performed for the Contractor by sub-Contractors.
    - c. Protective Liability Insurance: issued to and covering the liability for damages imposed by law upon the Owner.

- d. Completed Operations Liability Insurance: issued to and covering the liability for damages imposed by law upon the Contractor between the date of final cessation of work and the date of final acceptance thereof.
- e. Automobile Liability Insurance: covering all vehicles owned and hired in the amount of \$500,000.00/\$1,000,000.00 bodily injury and \$1,000,000.00 property damage.
- f. All Risk-Builders Risk Insurance provided in the amount equal to the total amount of the Bid.

**1.12 NON-ASSIGNABILITY OF CONTRACT**

- A. Each Prime Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of his right, title or interest therein, or his power to execute such contract to any other person, company, or corporation, without previous consent in writing of the Owner. If the Contractor shall, without previous written consent herein provided for, assign, transfer, convey, sublet, or otherwise dispose of same, or his right, title, or interest therein, or his power to execute such contract to any other person, company or other corporation, the Owner shall revoke and annul said contract, and the Owner shall thereupon be relieved and discharged from any and all liability and obligations, growing out of this contract to the Contractor and the person, company or other corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of same, and the Contractor and his assignees, transferees or sublessees, shall forfeit and lose all money theretofore earned under said contract, except so much as may be required to pay his employees; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of Wisconsin.

**1.13 LAYOUT OF THE WORK**

- A. The prime Contractor shall verify all lines, levels and dimensions as shown on the drawings and he shall report any errors or inconsistencies to the Architect before commencing work.

**1.14 INQUIRIES**

- A. The Owner will not be responsible for any explanations or interpretations of the Construction Documents. All inquiries are to be directed to the office of **SILVESTRI ARCHITECTS PC**.

**1.15 COMPLIANCE WITH FEDERAL, STATE AND MUNICIPAL ORDINANCES**

- A. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through omission or otherwise any such provision is not inserted, or it is not correctly inserted, it shall be physically amended to make such insertion.
- B. These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all time, by applicable provisions of the Federal law(s), including, but not limited to those statutes referred to elsewhere in this contract and the latest amendments thereto.

**1.16 RESPONSIBILITY FOR DAMAGE**

- A. The Subcontractors shall be responsible for all damages to life and property due to his operations. He shall be responsible for all parts of his work, both temporary and permanent, until the work under this contract is accepted by the Owner.
- B. He shall protect, indemnify, save harmless and defend the Owner from suits, actions, damages and costs of every name and description, resulting from the work under this contract, and the Owner may retain sufficient monies from the amount due or to become due the Subcontractor as may be necessary to satisfy any claim or damages filed against the Owner.
- C. He shall be responsible for damages to work of other Subcontractors which are the result of his operations. Should the Subcontractor believe that the work shown by the drawings or specifications is not calculated when executed to procure safe and substantial results, or if any discrepancy appears, it is his duty to immediately notify the Architect and the Construction Manager in writing, stop work on same and await the written instructions of the Architect.

**1.17 DEFECTIVE WORK AND MATERIALS**

- A. Any material or work found on inspection to be defective or not in strict conformance with requirements of drawings and specifications, or defaced or injured through the acts of fire or elements or any other cause shall be removed immediately from the premises and satisfactory materials or work or both, substituted therefore without delay.
- B. If the Subcontractor does not remove such work or materials condemned by the Construction Manager or Architect within the time limit fixed by written notice, the Owner may cause the same to be done and may store all materials at the expense of the Subcontractor. If the Subcontractor does not pay the expense of such removal within ten (10) days written notice, sell such materials at auction, or at a private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Subcontractor.
- C. No previous inspection or certificates of payment shall be held as an acceptance of defective work or materials, or to relieve the Subcontractor from the obligations to furnish sound materials and perform satisfactory work in accordance with contract requirements.

**1.18 SHOP DRAWINGS**

- A. The prime Contractors shall provide the Architect with a .pdf of all necessary shop drawings and information as may be required for the execution of the work. The manufacture or fabrication of any material or the performance of any work prior to approval of shop drawings will be entirely at the risk of the Contractor.
- B. The Construction Manager shall submit to the Architect with such promptness as to cause no delay in his work or in that of any other Contractors employed on this work, copies of all shop or setting drawings required for the proper execution of the work herein specified.

- C. Each shipment of drawings must be accompanied by a letter of transmittal, giving name of Subcontractor, list of drawings included, with each drawing marked with the name and location of project and each series of drawings numbered consecutively.
- D. All shop drawings and samples be thoroughly checked by the Construction Manager for compliance with the Contract Documents before submitting them to the Architect for approval and all shop drawings shall bear the Construction Manager's stamp of approval certifying that they have so been checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings which, in the Architect's opinion, are incomplete contain numerous errors or have not been checked or only checked superficially will be returned unchecked by the Architect for resubmission by the Construction Manager. In checking shop drawings, the Construction Manager shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work.
- E. Shop drawings shall be submitted in the order and time required for construction. Shop drawings submitted ahead of time required for construction will be held by the Architect for checking in the order as above set forth.
- F. Under no condition will any claim for delay in the completion of contracts due to shop drawings being held by the Architect for the necessary and proper time for checking be recognized.
- G. If it is found necessary to make changes in shop drawings, two prints will be returned to the Construction Manager, who, after making correction indicated, shall furnish, without charge, four additional copies. The Construction Manager shall continue to furnish drawings as above mentioned until all drawings are satisfactory to the Architect, who, however, will not be responsible for their accuracy.
- H. If, during the checking and return of checked prints, the Construction Manager makes any additional changes or corrections on the original shop drawings, he shall call attention to each marking on the prints by a letter written to the Architect.
- I. It is understood that the approval (NO EXCEPTION TAKEN) of any shop drawings by the Architect in no way relieves the Subcontractor from assuming the responsibility for the accuracy of same, nor does it relieve the Subcontractor from any of the required conditions as set forth in these specifications or accompanying drawings.
- J. Shop Drawings without the approved stamp of the Architect will not be permitted on the premises. Actual fabrication of the work will not proceed until these shop drawings have received the approved stamp of the Architect.
- K. Shop Drawings shall consist of, but not be limited to, fabrication, erection and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature and performance and test data. Prior to submission of shop drawings on mechanical and electrical work, the Contractor shall submit lists of such equipment as required, for approval. Where practical, drawings shall be submitted in the form of a reproducible print, along with one set of white prints.

- L. Reproductions of Contract Documents for use as shop drawings for materials specified and/or shown, WILL NOT be permitted.

1.19 RECORD DRAWINGS

- A. As Built Drawings
  - 1. All subcontracts shall have prepared and submit at the completion of the project "As Built" drawings for their work at the Subcontractors expense as follows:
    - a. One .pdf set
- B. Record Drawings
  - 1. Maintain a white-print set (blue-line or black line) of Contract Drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on other colors to distinguish between variations in separate categories of work. Mark-up new information which is recognized to be of importance to Owner, but was for some reason not shown on either Contract Drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change-order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.
- C. Maintenance Manuals
  - 1. Organize maintenance and operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

1.20 SUBSTANTIAL COMPLETION AND DATE OF COMPLETION

- A. A contract shall be deemed to be "substantially complete" when all work has been satisfactorily completed except for "punch list" items and those of a minor nature which may be, at the present time, beyond the Contractor's control, or delayed in completion with the concurrence of the Owner or Architect.
- B. Final certificate will be issued when punch list items of final inspection are complete, with the exception of items that cannot be completed at once through no fault of the Contractor, or when certain pieces of punch list work are held up at Owner's or Architects request. If such items are, in the opinion of the Architect, substantial in nature, an amount sufficient to cover the reasonable cost of their correction as determined by the Architect, may be withheld from payment due under the final certificate until they have been corrected and subsequently approved by the Architect.

1.21 FINAL CERTIFICATE OF OCCUPANCY



- A. The Construction Manager, prior to and before turning the building over to the Owner, shall apply for and obtain a Certificate of Occupancy.
- B. All required inspections for Certification of Occupancy by governmental agency shall be the responsibility of the Construction Manager.

1.22 RIGHT OF OCCUPANCY

- A. The Owner shall have the right to take possession of any portion of the project after the Certificate of Substantial Completion and Certificate of Occupancy by the local building officials have been issued.

1.23 CLEAN-UP

- A. Periodic Cleaning - The Subcontractor shall at all times, during construction, keep the site free from the accumulation of waste materials and rubbish, resulting from their respective work. Removal of waste materials and rubbish must be done at least once a week.
- B. Final Clean-Up
  - 1. Upon completion of the project the Subcontractors shall clean the interior and exterior of the building, so all areas are ready for occupancy by the Owner without need for further cleaning.
  - 2. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instruction for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
    - a. Remove labels which are not required as permanent labels.
    - b. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finished, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
    - d. Wipe surfaces of mechanical and electrical equipment clean.
    - e. Remove debris and surface dust from limited-access spaces.
    - f. Vacuum clean carpeted surfaces and similar soft surfaces.
    - g. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
  - 3. Clean kitchenette equipment to a condition of sanitation ready and acceptable for intended food service use.
    - a. Clean light fixtures and lamps so as to function with full efficiency.
    - b. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petrochemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even

textured surface.

- C. Damaged Work - Any damages to building materials, finishes or equipment, shall be repaired or replaced by the Subcontractor to the satisfaction of the Architect without cost to the Owner.

1.24 UNLOADING AT SITE

- A. Materials shall be unloaded at the site at the expense of the Contractor furnishing such materials, unless otherwise specified.

1.25 OBLIGATION OF CONTRACTOR

- A. At the time of awarding contracts, each Contractor will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any Contractor to receive or examine any form, instrument or document shall in no way relieve any Contractor from any obligation in respect of his contract.

1.26 ACCEPTANCE OF PRECEDING WORK

- A. Before starting any operations, the Prime Contractors shall examine work performed by others to which their work adjoins or is applied and shall report to the Architect any conditions that will prevent satisfactory accomplishment of their contract. Failure to notify the Architect in writing of deficiencies or fault in preceding work will constitute acceptance thereof and waive any claim of unsuitability.

1.27 SUB-SURFACE DATA

- A. Sub-surface soil investigations have been made and results are incurred at the end of this section. Data shown is for general information of bidders and is not guaranteed. Bidders are expected to examine the site and record of investigations and then decide for themselves the character of the materials to be encountered.

END OF SECTION

**SECTION 01030 – ALTERNATES**

1.1 GENERAL:

- A. This section identifies each alternate by number and describes the basic changes to be incorporated into work only when that alternate is made a part of the work by specific provisions in Owner-Contractor Agreement. This section also identifies the itemized bid list. All items are to be included in the base bid but shall be listed separately for informational purposes.
- B. Related Requirements in Other Parts of the Project Manual:
  - 1. Method of quotation of the cost of each alternate and basis of Owner's acceptance of alternates: Bidding documents.
  - 2. Incorporation of alternates into work: Owner-Contractor Agreement.
- C. Referenced sections of specifications stipulate pertinent requirements for products and methods to achieve work stipulated under each alternate.
- D. Coordinate pertinent related work and modify surrounding work as required to properly integrate work under each alternate, and to provide the complete construction required by contract documents.

1.2 SCHEDULE OF ALTERNATES:

- A. Alternate #1 – Wall Tile Backsplash
  - 1. Base Bid – Provide 4” solid surface backsplash at solid surface counters.
  - 2. Alternate 4 – Provide wall tile backsplash at solid surface counters. Refer to finish plans for locations.

END OF SECTION

**SECTION 010450 - CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Related work specified elsewhere
  - 1. Section 01010 – Summary of the Work
  - 2. Section 02050 – Demolition
  - 3. Mechanical – Refer to Mechanical Drawings
  - 4. Plumbing – Refer to Plumbing Drawings
  - 5. Electrical – Refer to Electrical Drawings
  
- B. Cutting and patching covers adjustment to, and necessary reworking of, elements of construction. The following definitions for cutting and patching apply to this Contract.
  - 1. Cutting: Physical modification of construction work existing or removal of installed materials.
  - 2. Patching: Restoration or replacement and installation of construction material, including finishing and patching.
  
- C. Execute cutting (including excavating), fitting or patching of work, required to:
  - 1. Make several parts fit properly.
  - 2. Uncover work to provide for installation of ill-timed work.
  - 3. Remove and correct defective work.
  - 4. Remove and correct work not conforming to requirements of Contract Documents.
  - 5. Remove samples of installed work as specified for testing.
  
- D. Coordination
  - 1. Coordinate the installation for Work to avoid cutting and patching in new construction.
  
- E. In addition to contract requirements, upon written instructions of Architect/Engineer:
  - 1. Uncover work to provide for Architect/Engineer's observation of covered work.
  - 2. Remove samples of installed materials for testing.
  - 3. Remove work to provide for alterations of existing work.
  
- F. Do not endanger work by cutting or altering work or any part of it.
  
- G. Provide fire protection of building elements and at assemblies as required.

**1.02 SUBMITTALS**

- A. Prior to cutting which affects structural safety of project, submit written notice to Architect/Engineer requesting consent to proceed with cutting, including:
  - 1. Identification of project.
  - 2. Description of affected work.
  - 3. Necessity for cutting.
  - 4. Affect on other work, on structural integrity of project.
  - 5. Description of proposed work. Designate:
    - a. Scope of cutting and patching.
    - b. Contractor and trades to execute work.
    - c. Products proposed to be used.

- d. Extent of refinishing.
- 6. Alternatives to cutting and patching.
- B. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendation to Architect/Engineer, including:
  - 1. Conditions indicating change.
  - 2. Recommendations for alternative materials or methods.
  - 3. Submittals as required for substitutions.
- C. Submit written notice to Architect/Engineer designating time work will be uncovered, to provide for observation.

### 1.03 CLOSEOUT SUBMITTALS

- A. Upon completion of the Work of this Section, Contractor shall submit to the Architect/Engineer all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during construction to the Architect/Engineer.
- C. Refer to General Conditions for additional requirements.

## PART 2 - PRODUCTS

### 2.01 MATERIALS FOR REPLACEMENT OF WORK REMOVED

- A. Comply with specifications for type of work to be done.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Inspect existing condition for work, including elements subject to movement or damage during removal of adjacent materials.
- B. After uncovering work, inspect conditions affecting installation of new products.

### 3.02 PREPARATION: PRIOR TO CUTTING

- A. Provide shoring, bracing and support as required to maintain structural integrity of project.
- B. Provide protection for materials on adjacent surfaces.
- C. Provide protection when work will be exposed to the elements.

### 3.03 PERFORMANCE

- A. All required cutting, patching and restoration shall be performed by individuals skilled in their trades.
- B. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes and that will prevent damage to other work.

- C. Restore work which has been cut or removed. Provide new products to complete work in accordance with requirements of Contract Documents.
- D. Do not cut any structural members unless such is shown in detail on the documents and proper reinforcement has been installed prior to execution of the work.
- E. Refinish entire surfaces as necessary to provide an even finish:
  - 1. Continuous Surfaces: to nearest intersections.
  - 2. Assembly: entire refinishing.
- F. Fill and patch openings and holes in existing construction when bolts, piping, ducts, conduit and other penetrating items are removed.

END OF SECTION

**SECTION 01300 - SUBMITTALS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Submit, to the Architect/Engineer for review, shop drawings, product data and samples required by the specification section.

**1.02 SHOP DRAWINGS**

- A. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrate some portion of the work showing fabrication, layout, setting or erection details.
  - 1. Identify details by reference to sheet and detail numbers shown on shop drawings.
  - 2. Sheet size, multiple for 8-1/2 by 11 inches, not to exceed size of contract drawings when unfolded.
  - 3. Reproduction for Submittals: .pdf.
  - 4. Photographic reproductions of contract drawings will not be accepted as shop drawings and will be rejected.
  - 5. Shop drawings must be project specific and indicate interfaces with other work and any necessary coordination.

**1.03 PRODUCT DATA**

- A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts and other standard descriptive data.
  - 1. Modify product data to delete information which is not applicable to project.
  - 2. Supplement standard to provide additional information applicable to project.
  - 3. Clearly mark each copy to identify applicable materials, products or models.
  - 4. Show dimensions and clearances required.
  - 5. Show performance characteristics and capacities.
  - 6. Show wiring or piping diagrams and controls.

**1.04 SAMPLES**

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
  - 1. Office samples to be of sufficient size and quantity to clearly illustrate:
    - a. Functional characteristics of product or material, with related parts and method of attachment.
    - b. Full range of color samples.
  - 2. Field Samples and Mock-Ups
    - a. Erect at project site at location acceptable to Architect or Owner's representative.
    - b. Construct samples or mock-up complete, including work of all trades required in finish work.

**1.05 CONTRACTOR RESPONSIBILITIES**

- A. Do not start, fabricate or install work requiring submittals until submittals meeting Contract Requirements have been returned to the Contractor.

- B. Review, approve, stamp and sign shop drawings, product data and samples prior to submission.
- C. Verify
  - 1. Dimensions and Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and other data.
- D. Coordinate each submittal with requirements of Work and Contract Documents.
- E. Contractor's responsibility for errors and omissions in submittals is not relieved by Construction Manager's or Architect/Engineer's review of submittals.
- F. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Construction Manager's or Architect/Engineer's review of submittals unless Architect/Engineer gives written acceptance of the specific deviations.
- G. Notify Construction Manager and Architect/Engineer in writing, at time of submission of deviations in submittals from requirements of Contract Documents.
- H. After Construction Manager and Architect/Engineer's review, Contractor is to distribute copies of submittals to parties requiring same for coordination of work.
- I. Make required copies for distribution of shop drawings and product data that have been stamped and signed by the Architect/Engineer.
- J. Shop drawings must be project specific and include coordination of other trades as well as interface with other items.

1.06 SUBMISSION REQUIREMENTS

- A. Schedule submissions to allow 10 working days for review.
- B. Email: Prepare submittals as a PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include project information in email subject line.
- D. Submit number of samples specified in each technical section.
- E. Accompany submittal with transmittal letter, containing:
  - 1. Date.
  - 2. General Contractor's project title and number.
  - 3. Architect/Engineer's project title and number.
  - 4. Contractor's name and address.
  - 5. Notification of deviations from Contract Documents.
  - 6. Additional pertinent data.
- F. Submittals shall include:
  - 1. Date and revision dates.
  - 2. General Contractor's project title and number.
  - 3. Architect/Engineer's project title and number.
  - 4. The names of:



- a. Architect/Engineer.
- b. Contractor.
- c. Subcontractor.
- d. Supplier.
5. Identification of product.
6. Relation to adjacent structure or materials.
7. Field dimensions, clearly identified as such.
8. Technical Specification section number.
9. Applicable standards.
10. Two blank spaces, 3.5 x 5 inches, for the General Contractor and Architect/Engineer stamp.
11. Identification of deviations from Contract Documents.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
  - a. Submittals without Contractor's stamp will be returned without being reviewed.

**G. Shop Drawing Submittal Cover Sheet**

1. Attach submittal cover sheet, with all blanks filled in for each shop drawing, product data and sample.

**1.07 RESUBMISSION REQUIREMENTS**

**A. Shop Drawings**

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings changes which have been made other than those requested by the Architect/Engineer.

**B. Product Data and Samples: Submit new data and samples as required for initial submittal.**

**1.08 CONTRACTOR'S DISTRIBUTION OF SUBMITTALS**

**A. Distribute copies of shop drawings and product data which carry the Construction Manager and Architect/Engineer stamp to:**

1. Contractor's file.
2. Job site file.
3. Record Document file.
4. Other Contractors, as required for coordination.
5. Subcontractors, as required for coordination.
6. Supplier.
7. Fabricator.

**B. Distribute samples as directed by Architect/Engineer.**

**1.09 ARCHITECT/ENGINEER**

- A. Review design concept of Project.**
- B. Review of separate items does not constitute review of an assembly in which item functions.**

- C. Stamp and initial or sign certifying to review of submittal.
- D. Explanation of Architect/Engineer's Stamp
  1. NO EXCEPTION TAKEN: No corrections, no marks.
  2. FURNISH AS CORRECTED: Minor amount of corrections; all items can be fabricated at Contractor's risk without further correction; checking is complete and all corrections are obvious without ambiguity.
  3. REVISE AND RESUBMIT: Minor amount of corrections; noted items must not be fabricated without further correction; checking is not complete; details of items noted by checker are to be further clarified; items not noted to be corrected can be fabricated at Contractor's risk under this stamp.
  4. REJECTED: Drawings are rejected as not in accordance with the Contract, too many corrections or other justifiable reason. The drawing must be corrected and resubmitted. No items are to be fabricated under this stamp.
  5. SUBMIT SPECIFIED ITEM: Item is not as specified. Submit named manufacturer.
  6. FOR INFORMATION ONLY: Item is submitted only for information. The design is the responsibility of others.
- E. Return submittals to General Contractor for distribution.

1.10 SUBMITTALS REQUIRED FOR REVIEW

- A. Contractor is responsible for reviewing each section to determine required submittals.

1.11 CLOSEOUT SUBMITTALS

- A. Upon completion of the Work of this Section, Contractor shall submit to the Architect/Owner, all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during construction to the Architect.
- C. Upon completion, submit to the Architect, a Contractor's Affidavit of Payment of Debts and Claims, and Release of Liens.
- D. Refer to General Conditions for additional requirements.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

**SECTION 01700 - PROJECT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Related Requirements Specified Elsewhere
  - 1. Project Record Documents: Section 01720.
  - 2. Closeout Submittals Required of Trades: The respective sections of specifications.

**1.02 SUBSTANTIAL COMPLETION**

- A. Contractor
  - 1. Submit written notice to Architect/Engineer that Project, or designated portion of Project, is Substantially Complete.
  - 2. Submit list of major items to be completed or corrected.

**1.03 INSPECTION**

- A. Contractor shall submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Project is completed and is in compliance with Contract Documents.
  - 3. Equipment and systems have been tested in presence of Owner's Representative and are operational.
- B. The Architect/Engineer will make final inspection within seven days after receipt of certification.
- C. Should the Architect/Engineer consider that Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

**1.04 CLOSEOUT SUBMITTALS**

- A. Upon completion of the Work of this Section, Contractor shall submit to the Architect/Engineer, all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during construction to the Architect/Engineer.
- C. Upon completion, submit to the Architect/Engineer, a Contractor's Affidavit of Payment of Debts and Claims, and Release of Liens.
- D. Refer to General Conditions for additional requirements.

**1.05 INSTRUCTION OF OWNER'S REPRESENTATIVE**

- A. Before final acceptance, thoroughly instruct a designated representative of the Owner in the proper operation of all systems and apparatus installed under this contract.
- B. The Contractor shall prepare and forward to the Architect/Engineer at the completion of the job three brochures, each neatly bound, of the following items.

1. Typed or printed instructions covering the care and operation of mechanical and electrical equipment furnished and installed under this Contract.
  2. Manufacturer's instruction books, diagrams, and spare parts lists covering all equipment.
  3. All approved shop drawings.
  4. Air and water systems balancing reports.
  5. Certificates of compliance and inspection.
- C. Each brochure shall be a hard cover, three-ring binder or binders.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.
- B. Contractor's Affidavit of Release of Liens: AIA G706A, with:
1. Consent of Surety to Final Payment: AIA G707.
  2. Separate written releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
  3. Contractor's written release or waiver of lien upon payment to the Contractor pursuant to Wisconsin Lien Law.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

**SECTION 01720 - PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Related Requirements Specified Elsewhere
  - 1. Shop Drawings, Product Data and Samples: Section 01300.

**1.02 MAINTENANCE OF DOCUMENTS**

- A. Maintain, at job site, one copy of:
  - 1. Contract Drawings
  - 2. Project Manual
  - 3. Addenda
  - 4. Approved Shop Drawings, Product Data, and Samples
  - 5. Supplemental Instructions
  - 6. Other Modifications to Contract
  - 7. Field Test Records
  - 8. Correspondence File
- B. Store documents in approved locations, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Maintain documents in clean, dry, legible conditions.
- E. Do not use record documents for construction purposes.
- F. Make documents available at all times for inspection by Construction Manager, Architect/Engineer and Owner.
- G. File documents in accordance with Table of Contents of Project Manual.

**1.03 MARKING DEVICES**

- A. Provide felt marking pen for marking, conforming to following color code:
  - 1. Red for general construction work.
  - 2. Blue for plumbing work.
  - 3. Green for heating, ventilating work.
  - 4. Brown for electrical work.
  - 5. Black for other written notations.
  - 6. Orange for sitework.

**1.04 RECORDING**

- A. Label each document "PROJECT RECORD" in 2 inch high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.

- D. Contract Drawings
  - 1. Legibly mark to record actual construction:
    - a. Depths of various elements of foundation in relation to the finish floor.
    - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
    - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
    - d. Field changes of dimension and detail.
    - e. Changes made by Supplemental Instructions or Change Order.
    - f. Details not on original Contract Drawings as directed by the General Contractor.
- E. Specifications and Addenda
  - 1. Legibly mark-up each section to record:
    - a. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
    - b. Changes made by Supplemental Instructions or Change Order.
    - c. Other matters not originally specified.
- F. Shop Drawings, Product Data and Samples: Maintain as record documents. Legibly mark-up approved submittals to show changes made after review.

**1.05 SUBMITTAL**

- A. At completion of project or your portion of work, deliver record documents to General Contractor.
- B. Accompany submittal with transmittal letter, in duplicate containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. Title and number of each record document
  - 5. Certification that each document as submitted is complete and accurate
  - 6. Signature of Contractor or his authorized representative.

**1.06 CLOSEOUT SUBMITTALS**

- A. Upon completion of the Work of this Section, Contractor shall submit to the Architect/Engineer, all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during construction to the Architect/Engineer.
- C. Upon completion, submit to the Architect/Engineer, a Contractor's Affidavit of Payment of Debts and Claims Release of Liens and warranty.
- D. Refer to General Conditions for additional requirements.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

END OF SECTION

**SECTION 01730 - OPERATIONS AND MAINTENANCE DATA**

**PART 1 - GENERAL**

**1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Shop Drawings, Product Data and Samples: Section 01300.
- B. Maintenance Manuals for mechanical and electrical work: Refer to the Drawings.

**1.2 DESCRIPTION**

- A. Manuals: Purpose
  - 1. Operation and maintenance manuals will be used for training of, and use by, Owner's personnel in operation and maintenance of mechanical and electrical systems and equipment. A separate manual or chapter within a manual shall be prepared for each class of equipment or system.
  - 2. For additional requirements refer to various specification sections.
- B. Required: Manuals are required for all systems and equipment.
- C. Contents: Each manual or chapter shall include:
  - 1. Table of contents.
  - 2. Description of system or equipment.
  - 3. Operating sequence and procedures
  - 4. Safety instructions
  - 5. Maintenance instructions and requirements, including preventative and corrective maintenance.
  - 6. Spare parts list.
- D. Shop Drawings: Each manual shall be accompanied by shop drawings of the system or equipment as installed.
- E. Copies
  - 1. Submit three (3) copies of manuals to Architect for review.
  - 2. After Architect's review, he will submit two (2) copies of manuals to Owner for review and acceptance prior to final payment.
- F. Instructions of Owner's Personnel
  - 1. Fully instruct Owner's designated operating and maintenance personnel in operating, adjustments and maintenance of all mechanical and electrical systems and equipment as required by respective and pertinent sections, after all final inspection, tests and repairs have been completed.
  - 2. Operating and maintenance manuals shall constitute the basis of instructions. Contents of manual shall be reviewed in full detail, explaining all aspects of operations and maintenance.
  - 3. Prepare and include additional data when need for such data becomes apparent during instruction and training sessions.
  - 4. Training sessions shall be jointly arranged with Owner during Contractor's normal week and daily hours. The Owner shall have the responsibility of scheduling its shift work personnel accordingly.
  - 5. Owner and Contractor shall coordinate and cooperate to keep training sessions to a reasonable minimum.



1.3 INSTRUCTIONS FOR MAINTENANCE OF SURFACES

- A. Purpose: To instruct Owner's maintenance personnel in proper methods and materials to use in the proper care of all exposed surfaces.
- B. Content
  - 1. Recommended cleaning materials.
  - 2. Recommended preventative maintenance.
  - 3. Recommended methods and procedures.
- C. Copies
  - 1. Submit three (3) copies of Instructions for Maintenance to Architect for review.
  - 2. After Architect's review, he will submit two (2) copies of Instructions for Maintenance to Owner for review and acceptance prior to final payment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

**SECTION 01750 - WARRANTIES**

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Operation and Maintenance Data: Section 01730

1.2 DESCRIPTION

- A. Warranties shall include
  1. One (1) year warranty as required by General Conditions.
  2. Extended warranties required by various specification sections.
- B. Submit warranties to Architect for his review.
- C. After Architect's review, he will submit warranties to Owner for review and acceptance, prior to final payment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

**SECTION 02050 DEMOLITION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

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

**1.2 SUMMARY:**

- A. Extent of demolition is indicated on drawings and in provisions of this section.
- B. Execute removals, extractions, demolition or portions of existing building(s) required for renovation work as indicated on drawings.
- C. Erect temporary dust barriers, temporary fire rated barriers, protection barriers as specified and/or as required for proper execution of work.
- D. Remove demolition debris from site.

**1.3 QUALITY ASSURANCE:**

- A. Regulatory Agencies: Conform to applicable regulations, codes, statutes of agencies having jurisdiction over work and transportation incidental thereto. Include but do not limit to following:
  - 1. State Department of Labor.
  - 2. State Department of Health.
  - 3. OSHA.
  - 4. International Building, Existing Building and Fire Codes.

**1.4 PROTECTION:**

- A. Erect barriers, fences, guard rails, enclosures and shoring to protect personnel, structure and utilities.
- B. Protect designated trees and shrubs from damage.

**1.5 SHORING AND BRACING SYSTEM:**

- A. General: Engineer, design, fabricate and erect shoring and bracing system to protect existing buildings, streets, walkways, utilities, and other improvements and excavation against loss of ground, caving embankments or collapse. Design system to withstand loads from winds, gravity, structural movement including movement thermally induced and to resist in-service use conditions that the building will experience including exposure to the weather without failure.

**1.6 SUBMITTALS:**

- A. Professional engineer's certificate prepared and signed by a Professional Engineer, legally authorized to practice in the State, verifying that the shoring and bracing system meets applicable loading requirements and codes of authorities having jurisdiction.

1. Calculations: Submit calculations stamped by a professional engineer registered in the State for the design of the shoring and bracing system.
2. Layout Drawings: Provide layout drawings for shoring and bracing system and other data prepared and stamped by a professional engineer registered in the State for the structural design of the shoring and bracing system.

**PART 2 – PRODUCTS**  
Not Used

**PART 3 - EXECUTION**

**3.1 INSPECTION:**

- A. Verify that demolition indicated on drawings can be accomplished without damage to remaining portions of building(s) or other improvements indicated to remain.
- B. Report to Architect any conditions in building or environs appearing to prevent demolition conforming to these specifications.
- C. Do not proceed with execution until unsatisfactory conditions are corrected.

**3.2 PREPARATION:**

- A. Prior to Start and During Execution of Demolition Work:
  1. Protect adjacent buildings and property against damage which might occur from falling debris or other causes.
  2. Provide protection against damage to existing roof areas on portions of buildings below and/or adjacent to areas where demolition work is required. Assume responsibility for satisfactory repair to existing roof areas damaged by reason of work under this section, without additional cost to Owner.
  3. Take precautions against movement or settlement of buildings. Provide, place bearing or shoring necessary or proper in connection therewith. Be responsible for safety, support of such buildings. Be liable for any such movement or settlement, any damage or injury caused thereby or resulting therefrom. If at any time safety of buildings appears to be endangered, cease operation. Notify Architect. If Architect considers additional bracing, or shoring necessary to safeguard, prevent such movement or settlement, install bracing or shoring upon Architect's order. If contractor fails to comply promptly with such order, bracing and shoring may be placed by Architect at contractor's expense.
  4. During demolition operations, install dust barriers as required to prevent infiltration of dust to parts of building not effected by demolition work.
  5. At existing interior areas of building requiring renovation and at transitions between existing and new construction, erect a temporary one-hour wall constructed between work area(s) and the remainder of functioning area(s).
    - a. Any openings required in these walls shall have a solid core wood door with positive latching and closer hardware.
    - b. Hold-open devices and/or wedges to hold door open will not be permitted.
  6. In areas where existing structures and chimney are indicated to be demolished, provide protection of adjacent structures, erect barricades, establish zones of demolition and any additional precautions necessary in accordance with requirements set forth in the State Department of Labor Rules and Regulations.

- a. Conform to Section No. 23-3.2 "General Requirements, Industrial Code Rule 23, for Preparations Required Prior to Demolition of Existing Structures".
7. Where existing materials are removed from scheduled openings in exterior walls, provide necessary protection for such openings as required for security and to prevent infiltration caused by inclement weather.

**3.3 DEMOLITION:**

- A. Condition of Premises: Accept premises as found; perform demolition work indicated. Owner assumes no responsibility for condition of existing building(s) at site nor continuation of condition existing at time of proposal invitation or thereafter.
- B. Materials forming permanent part of building requiring demolition become contractor's property and shall be removed from site unless scheduled to be relocated or reinstalled. Sale of salvaged material at site will not be allowed.
- C. Demolish walls and slabs in small sections, remove, lower carefully, structural steel, metal framing or other structural members.
- D. Where removal of existing bearing walls affects bearing of structures or concrete slabs above, install new beam or other support of sufficient size to carry load previously imposed on wall.
- E. Repair damage done to Owner's property or any other person or persons on or off premises by reason of required work without additional cost to Owner.
- F. With exception of structures required to be demolished, any utility line, cable or pipe damaged during demolition shall be repaired and left in complete working condition. Plug or cap any lines no longer required. Work on damaged utilities shall be done by skilled workmen.
  1. All utility lines, in and beneath existing concrete floor slab to be removed shall remain intact and new slab poured over.
  2. All utility lines in existing walls being removed shall be relocated to new partitions and remain in service. Appropriate trade shall relocate at no additional cost to Owner.
- G. Carefully extract items of equipment scheduled to be retained by Owner and store where directed by Owner.
- H. Examine contract documents carefully for requirements indicating various existing building materials forming parts of building scheduled for demolition that shall be relocated, reinstalled or reused in work required on this project. It is imperative that contractor exercise caution during demolition operations to retain said material intact and to salvage and carefully store materials as required for reuse.
- I. Work involving use of noise producing tools and machinery (air hammer, power tools, and any other similar item) shall be coordinated with Owner before proceeding with work.
- J. Where existing structures are required to be demolished, execute removal of materials by picking method. Do not permit structures to be demolished by collapsing or swing ball methods.

3.4 SPECIAL REQUIREMENTS:

- A. Do not block or interfere with designated access to building for emergency vehicles and/or personnel.
- B. Do not interfere with designated ingress and egress to existing building(s) required to function normally day to day.
- C. Do not interfere with use of designated existing parking lots.
- D. Where cranes and/or similar equipment are employed on project, it will be required that operations be licensed as required by governing laws of State of Wisconsin.
- E. Maintain all safety systems including but not limited to the fire and smoke detection/alarm system, sprinkler, emergency lighting and emergency voice communication.
- F. Maintain all building egress ways clear.

3.5 CLEANING:

- A. Remove excess debris as it accumulates from demolition operations. Do not store or permit debris to accumulate on site.
- B. Transport demolition debris to lawful off-site disposal area.

END OF SECTION

**SECTION 06100 - ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

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

**1.2 SUMMARY:**

- A. Types of work in this section include rough carpentry:
  - 1. Preservative treated wood blocking/nailers for roofing and materials in contact with concrete and masonry.
  - 2. Fire treated wood grounds, nailers and blocking.

**1.3 SUBMITTALS:**

- A. Wood Treatment Data: Submit chemical treatment manufacturer's instructions for handling, storing, installation and finishing of treated material.
  - 1. Preservative treatment: For each type specified, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained and conformance with applicable standards.
  - 2. Fire treatment: Include certification by treatment plant that treatment materials complies with specified requirements.

**1.4 PRODUCT HANDLING:**

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.
  - 1. For lumber and plywood pressure treated with waterborne chemicals, sticker between each course to provide air circulation.

**1.5 PROJECT CONDITIONS:**

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

**PART 2 - PRODUCTS**

**2.1 LUMBER, GENERAL:**

- A. Lumber Standards: Manufacture lumber to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- B. Inspection Agencies: Inspection agencies and the abbreviations used to reference with lumber grades and species include the following:
  - 1. NLGA - National Lumber Grades Authority (Canadian).
  - 2. SPIB - Southern Pine Inspection Bureau.
  - 3. WCLIB - West Coast Lumber Inspection Bureau.

4. WWPA - Western Wood Products Association.
- C. Grade Stamps: Factory-mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
- D. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
  1. Provide dressed lumber, S4S, unless otherwise indicated.
  2. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2 inches or less in nominal thickness unless otherwise indicated.
  3. Provide lumber with 15 percent maximum moisture content at time of dressing and shipment for sizes 2 inches or less in nominal thickness, unless otherwise indicated.

## 2.2 DIMENSION LUMBER:

- A. Light lumber framing, wood blocking and grounds:
  1. Dimensions:
    - a. Where indicated and/or specified, lumber dimensions are nominal.
    - b. Actual dimensions to conform to PS20 for structural framing.
  2. Surfacing: Surface four sides (S4S) unless specified otherwise.
  3. Grades shall conform to the grading rules of manufacturer's association for the kinds of wood. Lumber shall bear the grade and trademark of the association under whose rule it is produced and shipped and a mark of the mill identification.
  4. Species: Douglas fir-larch, hem-fir or southern pine graded under SPIB, WCLIB or WWPA Rules.
  5. Grade: SPF No. 2 or better.
  6. Moisture content: 19% or less.
  7. Sizes: As indicated on drawings and/or as required to suit conditions encountered.
- B. Shoring Lumber: Dimensions, species and adequate stress characteristics as required to suit conditions encountered.

## 2.3 WOOD TREATMENT BY PRESSURE PROCESS:

- A. Preservative Treatment: Where lumber or plywood is indicated as "Trt-Wd" or "Treated" or "PT" is specified herein to be treated, comply with applicable requirements of AWWA Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below. Mark each treated item with the AWPB Quality Mark Requirements.
  1. Pressure-treat aboveground items with water-borne preservatives to comply with AWPB LP-2. After treatment, kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19 percent and 15 percent. Treat indicated items and the following:
    - a. Wood nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.
    - b. Blocking, furring, stripping and similar concealed members in contact with masonry or concrete.
  2. Treat coated cut surfaces with heavy brush coat of same chemical used for treatment and to comply with AWWA M4.
- B. Fire Treatment



1. Provide materials which comply with AWWA standards for pressure impregnation with fire-retardant chemicals, and which have a flame spread rating of not more than 25 when tested in accordance with UL Test 723 or ASTM E 84 and show no increase in flame spread and no significant progressive combustion upon continuation of test for additional 20 minutes.
2. Treating chemicals shall be free of halogens, sulfates, ammonium sulphate and formaldehyde.
3. Where treated materials are exposed to exterior, high humidity or are to have transparent finish in form of stain or sealer, provide materials which show no change in fire-hazard classification when subjected to standard rain test (UL 790 or ASTM B 2898).
4. Use treatment which will not bleed through or adversely affect type of finish indicated and which does not require brush treatment of field made end cuts or drilled holes to maintain fire-hazard classification.
5. Lumber fire retardant treated by pressure process in accordance with AWWA Standards.
  - a. Lumber: AWWA Standard C20.
  - b. Plywood: AWWA Standard C27.

**2.5 MISCELLANEOUS MATERIALS:**

- A. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nails.
  1. Where rough carpentry work is exposed to weather, used with preservative treated wood, or in area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A-153).

**2.6 FIRE RETARDANT LUMBER**

- A. Provide fire retardant lumber at all interior concealed locations and as required by the applicable authorities as required by Code.

**PART 3 - EXECUTION**

**3.1 INSPECTION:**

- A. Verify that surfaces to receive rough carpentry materials are prepared to required grades and dimensions and that they are reasonably clean, smooth, level and/or plumb.
- B. Assure that anchor bolts required to secure blocking and nailers are properly located and installed.
- C. Assure that preservative treatment used on blocking and nailers is compatible with roof deck insulation and membrane roofing materials.

**3.2 INSTALLATION, GENERAL:**

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

- B. Set carpentry work to required levels and lines with members plumb and true and cut and fitted.
- C. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.

**3.3 INSTALLATION:**

- A. Wood Blocking and Nailers: Used in conjunction with roof deck insulation, membrane roofing, fascia, copings and flashings:
  - 1. Coordinate wood blocking and nailer requirements with appropriate applicators and approved shop drawings.
  - 2. In general, install preservative treated wood nailers at perimeter of each roof level, curb flashing, roof hatch, similar penetrations and as required for fascia, copings, and at other locations as indicated on drawings and/or as required.
  - 3. Firmly anchor all roof nailers to meet FM Loss Prevention Data Bulletin 1-49.
  - 4. Unless otherwise indicated, thickness of nailers used in conjunction with roofing membrane shall be such that top of nailer is flush with surface to which roofing membrane is applied and/or attached (top of roof deck insulation) at horizontal plane.
  - 5. Coordinate installation of vertical nailers, where required with work of roofing material applicator.
  - 6. Provide and install solid blocking at all wall door bumper locations.
- B. Properly frame, closely fit, accurately set all framing, blocking, grounds, nailers, furring and other rough woodwork to required lines and levels and rigidly secure in place.
- C. Install all woodwork level, plumb, square and true to details.
- D. Expansion Joints: Worked to permit section to expand or contract without buckling.
- E. Furnish and set all grounds, bucks and nailing clips required throughout building for work of other trades. Provide grounds or blocking ample to take nailing and securely anchored to studs.
- F. Shoring Timber: Install all shoring and miscellaneous timber required to complete work properly.
- G. Patch or repair any work of this section that may be cut or damaged by other trades.
- H. Supervise all cutting for work by others and be responsible for any damage. Furnish means for proper access to different portions of work to Architect or his representative.
- I. Details showing intent of design and construction are indicated on drawings and should be followed as closely as possible in keeping with best construction practices of trade involved. Work shall meet with approval of Architect.
- J. Take and verify all measurements required for proper execution and fit of work. Check Architect's dimensions against field conditions. Report to Architect any discrepancies which will involve corrections. Adjust before fabrication. Be responsible for proper connections to adjoining work.

END OF SECTION

**SECTION 062000 - FINISH CARPENTRY AND MILLWORK**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

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

**1.2 SUMMARY:**

- A. Extent of finish carpentry and millwork is indicated on drawings and provisions of this section.
- B. Work Shall Include, But Not Be Limited To:
  - 1. Plastic laminate tops, aprons, panels, shelves, except as otherwise specified in casework sections.
    - a. Cut openings in countertops for sinks where indicated on drawings from templates furnished by P.C.
  - 2. Solid Surface countertops.
  - 3. Finish carpentry and millwork to carry out intent of drawings and specifications.
  - 4. Screws, fasteners and anchors required for fabrication and installation.

**1.3 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Carpentry is specified in another Division 6 section.
- B. Painting as specified in Division 9.
- C. Mechanical as specified on Mechanical Drawings.
- D. Plumbing as specified on Plumbing Drawings.

**1.4 QUALITY ASSURANCE:**

*\*Exact material selections to be followed as shown in architectural drawings A-600's.*

- A. Job Conditions: Prior to delivery and installation of finish carpentry and millwork materials, assure that following conditions exist -
  - 1. Temperature and humidity conditions closely approximate those which will exist when building is occupied.
  - 2. Building is not damp and cold or dry and hot.
  - 3. Concrete flooring, plastering and other wet work has been allowed to dry properly.
  - 4. Windows and doors are in place and glazed.
  - 5. Heating system is installed and operating where necessary to maintain proper conditions before, during and after finish carpentry and millwork is in progress.
- B. Fabricate materials to conform with details and design indicated on drawings in accordance with best millwork practices. Work must meet approval of Architect. Remove and build over, any mediocre work disapproved by Architect.
- C. Coordination:
  - 1. Take and verify all measurements required for proper execution and fit of work.

2. Verify dimensions on Architect's drawings with field conditions.
3. Report discrepancies and conflicts involving changes, including those between different installations, to Architect for correction prior to fabrication of materials.
4. Coordinate work with various other trades providing adjoining work.

1.5 SUBMITTALS:

- A. Shop Drawings: Submit shop drawings of millwork, indicating:
  1. Elevations and sections.
  2. Details of joinery and fastening.
  3. Material species and grade.
    - a. Plastic Laminate
    - b. Core material to receive plastic laminate application
    - c. Solid Surface
    - d. Core material to receive solid surface material
  4. Surfaces to receive plastic laminate finish and solid surface finish.
  5. Adhesives types and grades.
    - a. Plastic laminate adhesive
    - b. Solid surface adhesive
  6. Actual field verified dimensions.
- B. Samples:
  1. Two pieces of each species of solid wood adequate to indicate standard of quality for materials to be used on project.
  2. Samples of specified plastic laminate for Architect's approval.
  3. Samples of specified solid surface for Architect's approval.

1.6 PRODUCT DELIVERY, HANDLING AND STORAGE:

- A. Provide necessary protection for delivery, handling and storage of materials to prevent damage.
- B. Store materials in an enclosed space protected from weather and with environmental conditions specified for job conditions.
- C. Provide manufacturer's 10-year warranty against defects in materials. Warranty shall provide material and labor to repair or replace defective materials. Damage caused by physical or chemical abuse or damage from excessive heat not warranted.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Plastic Laminate:
  1. Conform to National Electric Manufacturer's Association (NEMA) LD3-1995, GP50, standard grade, minimum 0.050 inch thick.  
*\* Refer to drawings A-600's for exact finish selections.*
  2. Backing sheet: LD3-1995, BK20, 0.020 inch thick.
  3. Plastic Laminate Core:
    - a. Particleboard: 47 pound density, conforming to ANSI A208-1, Grade 1-M-3 "Mat Formed Wood Particleboard".
      - 1) Vertical applications: Minimum 1/2 inch thick.
      - 2) Horizontal applications: Minimum 3/4 inch thick.

- B. Solid Surface:
  - 1. Conform to all manufacturers recommended installation requirements.  
*\* Refer to drawings A-600's for exact finish selections.*
  - 2. Characteristics:
    - a. Non-porous homogeneous blend of polyester/acrylic alloys and fillers.
      - 1) Superficial damage to a depth of 0.10" shall be repairable by sanding or polishing.
      - 2) Stain and chemical resistance: NEMA LD 3-3.9. tested to 29 common agents.
    - b. Thickness: Provide materials of thickness as shown on the drawings.
- C. Adhesives:
  - 1. Millwork: As recommended by millwork fabricator for conditions encountered.
  - 2. Plastic laminate: Natural-setting hybrid P.V.A. Type III water resistant adhesives that cure through chemical reaction, containing no health or environmentally hazardous ingredients.
  - 3. Solid Surface:
    - a. Joint Adhesive: Manufacturer's standard two part adhesive kit to create inconspicuous, non-porous joints.
- D. Screws and Fastenings:
  - 1. Stainless Steel for Plastic Laminate.
  - 2. Millwork Assembly: Rustproof type as required for conditions encountered.

## 2.2 WARRANTY:

- A. Provide manufacturer's 10-year warranty against defects in materials. Warranty shall provide material and labor to repair or replace defective materials. Damage caused by physical or chemical abuse or damage from excessive heat not warranted.

## 2.3 CASEWORK

- A. Countertops with high pressure laminate finish.  
*\* Refer to drawings A-600's for exact finish selections.*
  - 1. Construction: See Details.
  - 2. Exposed surfaces acceptable manufacturers, others acceptable if specified in architectural drawings)
    - a. Formica Corporation
    - b. Wilsonart
    - c. Pionite
    - d. Nevamar
    - e. Laminart
  - 3. Colors and patterns: See architectural drawings for exact selections.
  - 4. Backing sheet: Clear.
  - 5. Thickness: Horizontal surfaces 1/16" vertical surfaces 1/32"
  - 6. Adhesive: Contact type as recommended by the laminated plastic manufacturer.
  - 7. Semi-exposed surfaces: As required by AWI quality grade.
- B. Particleboard Core:
  - 1. Medium density conforming to CS236, type 1-B2.
  - 2. Particleboard shall not be used for shelves.
- C. Solid Surface Counters:  
*\* Refer to drawings A-600's for exact finish selections.*

1. Provide sizes and configuration as shown on drawings and specified.
2. Provide all necessary blocking and brackets for support.
3. Solid Polymer surface shall be applied to 3/4" particleboard in strict accordance with manufacturer's instructions and recommendations.
4. Exposed surfaces (acceptable manufacturers)

#### 2.4 MILLWORK

- A. All Counters:
1. Provide sizes and configuration as shown on drawings and specified herein (field measure and scribe to walls).
  2. Provide all hardware required. Hardware for millwork is not included in hardware Division 8.
  3. Provide all necessary blocking and brackets for support and attachment to walls.
  4. Solid Polymer surface shall be applied to 3/4" particle board in strict accordance with manufacturer's instructions and recommendation.
  5. Solid Polymer surface shall be fabricated and installed per manufacturer's recommended instructions.
- B. Coat Rod & Shelf, and all other millwork specified in drawings to receive plastic laminate:
1. Provide sizes and configuration as shown on drawings and specified herein (field measure and scribe to walls). All shelves to receive plastic laminate finish as per drawing details.
  2. Provide all hardware required. Hardware for millwork is not included in hardware Section 8.
  3. Provide all necessary blocking and brackets for support and attachment to walls.
  4. Plastic laminate shall be applied to 3/4" particle board in strict accordance with laminate manufacturers instructions and recommendation.

#### 2.5 FABRICATION, GENERAL:

- A. Fabrications to dimensions, profiles, and details indicated on drawings, with openings and mortises precut, where required, to receive hardware and other items and work.
- B. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to project site to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- C. Pre-cut Openings: Fabricate with pre-cut openings, where required, to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutoffs.
- D. Measurements: Before proceeding with fabrication of solid polymer fabrications required to be fitted to other construction, obtain field measurements and verify dimensions and shop drawing details as required for accurate fit.
- E. Millwork:
1. Assemble millwork items neatly and carefully.
  2. Glue shop assembled surfaces where possible and block at concealed locations.
  3. Cope intersecting moldings where possible.
  4. Join mill assemblies with concealed nails and screws where practical.

5. Glue, mortise and tenon joints.
  6. Install splines at mitered corners.
  7. Make all jointing over solid bearing.
  8. Where drawers are required, fabricate heads, sides and backs from solid hardwood material. Particleboard, not acceptable.
- F. Plastic Laminate Application:
1. Apply plastic laminate over solid backing of thickness indicated on drawings and/or specified herein.
  2. Use adhesive specified in accordance with manufacturer's recommendations.
  3. Adhere plastic laminate to backing under pressure as recommended by laminated plastic manufacturer.
  4. Apply plastic laminate to exposed faces, ends and edges of core material.
  5. Where possible, apply plastic laminate without seams.
  6. Apply backing sheets on rear face of core material in all cases where rear face is not exposed to view.
  7. Seal all exposed core edges at cutouts with approved waterproof sealer.
  8. Prepare plastic laminate tops and panels for fastening with concealed screws and anchors.
- G. Solid Surface:
1. Fabrications to dimensions, profiles and details indicated on drawings with openings and mortises precut where required to receive hardware and other items and work.
  2. Complete fabrication, assembly, finishing, hardware application and other work before shipment to project site to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  3. Pre-cut Openings: Fabricate with pre-cut openings, where required, to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutoffs.
  4. Measurements: Before proceeding with fabrication of solid polymer fabrications required to be fitted to other construction obtain field measurements and verify dimension and shop drawing details as required for accurate fit.

## 2.6 BLOCKING, GROUNDS AND FRAMING

- A. Framing: Frame, fit closely, set framing accurately to required lines, levels, secure rigidly in place. Provide special framing or construction not indicated or specified, as required to complete work in best workmanlike manner. Do nailing, and fastening in a thorough manner; use nails and fasteners of ample size: 16d spikes where practicable.
- B. Provide dressed wood grounds and furring where required and herein described.
- C. Set grounds rigidly, in perfect alignment, true up with long straight edge.
- D. Fastening: To concrete and solid masonry with expansion bolts. Fasten to hollow masonry with toggle bolts or with nails in metal wall plugs. Fasten to metal with stove bolts and fasten to metal lath with wire. The use of wood plugs will not be permitted.
- E. Install rough wood blocking, rough hardware metal fastenings for proper installation of finish work and accessories.

- F. Install furring as indicated.

2.7 FINISH HARDWARE

- A. As specified herein and as indicated in Division 8 for installation after painting.
- B. Install hardware in accordance with manufacturer's instructions. Fit accurately, apply securely and adjust carefully.

PART 3 - EXECUTION

3.1 INTERIOR FINISH:

- A. General character and intent as indicated on drawings.
- B. Perform all cutting and fitting neatly and, in general, make fastenings with finishing nails.
- C. Set exposed nails for putty stopping.
- D. Space splice joints in wood trim not less than 12 feet on center. Miter and glue splices. Where transparent finish is scheduled, match grain at splices as closely as possible.
- E. Finish Work: Free from open joints and tool marks.

3.2 INSTALLATION:

- A. Install work level, plumb, true to detail.
- B. Fasten work securely in place.
- C. Unless otherwise indicated, provide concealed fastenings and anchors to secure plastic laminated tops and panels to blocking or other materials indicated.
- D. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work. Keep components and hands clean when making joints.
- E. Provide backsplashes and end splashes as indicated on the drawings.
- F. Install sinks in countertops using manufacturers/installers recommended product installation details.
- G. Keep components and hands clean during installation. Remove adhesives, sealants and other stains. Components shall be clean on date of substantial completion.
- H. Clean and prepare finish carpentry and millwork to receive scheduled finish.
- I. Allowable tolerances: Fabricate to the following tolerances:
  - 1. Variation in component size:  $\pm 1/8"$ .
  - 2. Location of openings:  $\pm 1/8"$  from indicated location.
  - 3. Anchors: Select material, type, size and finish required.

3.3 PROTECTION:



- A. Provide protection for finish carpentry and millwork against damage by construction work until completion of project.
- B. Repair or replace damaged work as directed by Architect, at no additional cost to Owner.

END OF SECTION

**SECTION 07200 - INSULATION**

**PART 1.0 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 DESCRIPTION OF WORK**

- A. Extent of insulation work is shown on drawings and indicated by provisions of this section.
- B. Applications of insulation specified in this section include the following:
  - 1. Acoustical Insulation

**1.3 QUALITY ASSURANCE**

- A. Fire Performance Characteristics: Provide insulation materials which are identical to those whose fire performance characteristics, as listed for each material or assembly of which insulation is a part, have been determined by testing per methods indicated below by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.
  - 1. Surface Burning Characteristics: ASTM E84.
  - 2. Fire Resistance Ratings: ASTM E119.

**1.4 SUBMITTALS**

- A. Product Data: Submit manufacturer's product literature and installation instructions for each type of insulation and air infiltration material required.
- B. Certified Test Reports: With product data, submit copies of certified test reports showing compliance with specified performance values, including r-values (aged values for plastic insulations), densities, compression strengths, fire performance characteristics, perm ratings, water absorption ratings and similar properties.

**1.5 DELIVERY, STORAGE AND HANDLING**

- A. General Protection: Protect insulations from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage and protection during installation.

**1.6 CLOSEOUT SUBMITTALS**

- A. Upon completion of the Work of this Section, Contractor shall submit to the Construction Manager all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during construction to the Construction Manager.
- C. Refer to General Conditions for additional requirements.

## PART 2 - PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  - 1. Manufacturers of Glass Fiber Insulation:
    - a. CertainTeed Corp.
    - b. Manville Corp.
    - c. Owens-Corning Fiberglas Corp.
  - 2. Manufacturers of Semi-Refractory Fiber Insulation:
    - a. Manville Corp.
    - b. United States Gypsum Co.

### 2.2 INSULATING MATERIALS

- A. General: Provide insulating materials which comply with requirements indicated for materials, compliance with referenced standards, and other characteristics.
- B. Acoustical Insulation: Thermafiber sound attenuation blankets by USG.

## PART 3 - EXECUTION

### 3.1 INSPECTION AND PREPARATION

- A. Require Installer to examine substrates and conditions under which insulation work is to be performed. A satisfactory substrate is one that complies with requirements of the section in which substrate and related work is specified. Obtain Installer's written report listing conditions detrimental to performance of work in this section. Do not proceed with installation of insulation until unsatisfactory conditions have been corrected.
- B. Clean substrates of substances harmful to insulations or air infiltration materials, including removal of projections which might puncture air infiltration materials.

### 3.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.
- B. Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections which interfere with placement.
- C. Apply a single layer of insulation of required thickness unless otherwise shown or required to make up total thickness.

### 3.3 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrate by method indicated, complying with manufacturer's recommendations. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Stuff fiberglass insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40% of normal maximum volume (to a density of approximately 2.5 lbs. per cu. ft.).

END OF SECTION

**SECTION 07900 - CAULKING AND SEALANTS**

**PART 1 - GENERAL**

- A. The drawings, Instructions to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions and Division 1 are included herein and govern work under this section.

**1.1 DESCRIPTION OF WORK**

- A. The work covered by this section of the specifications consists of providing all equipment, materials and labor, and performing all the work as required for the complete execution of caulking and sealing as indicated. Included, but not necessarily limited to, are the following:
  - 1. Sealing all around all exterior door frames, louvers and other items built into exterior walls.
  - 2. Sealing or caulking at all other locations where sealant or caulking is indicated.
  - 3. Sealing at all countertop backsplashes where they intersect with wall.
  - 4. Sealing at perimeter of all door casings.
  - 5. Sealing at all cabinets where they meet the wall.
  - 6. Caulk and seal all perimeter openings, doors and window penetrations.
- B. The following work is specified under other divisions and/or sections of the specifications:
  - 1. Joint filler and sealer for sidewalks - Division 2.

**1.2 GENERAL PERFORMANCE**

- A. Except as otherwise indicated, joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging as indicated for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.

**1.3 SUBMITTALS**

- A. Product Data
  - 1. Submit manufacturer's product specifications, handling, installation, curing instructions and performance tested data sheets for each elastomeric product required.
- B. Certified Tests
  - 1. With product data submit test reports for elastomeric sealants on aged performances as specified, including hardness, stain resistance, adhesion, cohesion or tensile strength, elongation, low-temperature flexibility, compression set, modulus of elasticity, water absorption, and resistance (aging, weight loss, deterioration) to heat and exposures to ozone and ultraviolet.

**1.4 JOB CONDITIONS**

- A. Weather Conditions
  - 1. Do not proceed with installation of liquid sealants under unfavorable weather conditions. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.

1.5 SAMPLES

- A. Submit in duplicate, samples of all material specified herein, for approval of General Contractor.
- B. Approved samples shall be the standard for comparison of all installed work.

PART 2 - PRODUCTS

2.1 BUTYL CAULKING COMPOUND

- A. Use plain caulking compound under door saddles.
- B. Butyl caulking compound shall be the best grade manufactured by one of the following companies and shall comply with specification requirements:
  - 1. Tremco Butyl Sealant
  - 2. Pecora BC-158
- C. It shall be furnished in proper consistency for gun or knife application as required.
- D. Color shall be approved by the Architect.

2.2 SILICONE SEALANT

- A. Except as otherwise specified or recommended by product manufacturer, all sealant and caulking work shall be done with silicone sealant.
- B. All silicone sealants shall be 1-part. Primer shall be used in accordance with manufacturer's recommendations.
- C. It shall have a Shore Hardness Durometer reading of 25 to 35 as recommended by manufacturer for specific conditions and shall withstand temperature extremes from minus degrees F. to plus 260 degrees F.
- D. It shall absorb movement not to exceed 100% of its applied width after ten (10) years exposure without loss of adhesion or cohesion.
- E. It must be non-staining and non-blushing after contact with masonry terra cotta, mortar or metal of any kind.
- F. Color shall be selected by the Architect.
- G. All silicone furnished under this section shall be of the same brand unless otherwise approved by the Architect in writing.
- H. Silicone sealant shall be of a brand and as manufactured by a firm listed below:
  - 1. Tremco Proglaze.
  - 2. Sonneborn Sonolastic Omniplus.
  - 3. Dow 786.
  - 4. Bostik Pure Silicone

2.3 JOINT BACKUP

- A. Joint backup material shall be compatible with sealant used.
- B. Size of backup material shall be determined by the condition and as recommended by the manufacturer.
- C. One of the following brands and manufacturers shall be used providing they are compatible with sealant used:
  - 1. Aerocor PL-336 fiberglass as manufactured by Owens Corning Fiberglass Corp.
  - 2. Ethafoam as manufactured by Dow Corning Corp.
  - 3. Foam Polyethylene as manufactured by the Tremco Manufacturing Co.
  - 4. Sonofoam Backer Rod as manufactured by Sonneborn, Inc.

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- A. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

#### 3.2 JOINT PREPARATION

- A. Clean joint surfaces immediately before installation of gaskets, sealants or caulking compounds. Remove dirt, insecure coatings, moisture and other substrate which could interfere with seal of gasket or bond of sealant or caulking compound. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.
- B. Prime or seal joint surfaces where recommended by sealant manufacturer. Confine primer/sealer to areas of sealant bond. Do not allow spillage or migration onto adjoining surfaces.

#### 3.3 INSTALLATION

- A. Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified and except where manufacturer's technical representative directs otherwise.
- B. Rake out, clean out thoroughly all joints and recesses to be caulked or sealed so as to be free of all loose or foreign material, just prior to sealing.
- C. Remove all foreign matter including methacrylate lacquer that would prohibit bond adhering to metal with a solvent recommended by manufacturer of compound.
- D. Pack all joints deeper than 3/8" with joint filler to 3/8" from face of as detailed on drawings.
- E. Apply manufacturer's recommended primer to concrete, masonry and stone surfaces before sealing if recommended by manufacturer.
- F. Apply compound only to dry surfaces, preferably only when temperature is above 40 degrees

- F.
- G. Fill all joints and recesses completely. Finish all compounds against stop where this is provided. Elsewhere finish to a neat uniform bevel. Finish all joints with beading tool.
- H. Consistency of compound shall be such as to prevent sagging.
- I. Use all possible precautions to avoid smearing any compound of finished work.
- J. Remove immediately all compound smeared on any adjacent surfaces, using a non-staining solvent recommended by manufacturer of compound.

**3.4 CURE AND PROTECTION**

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion.
- B. All existing work shall be adequately protected from damage and staining during all caulking and sealing operations.

END OF SECTION



**SECTION 08100 STEEL DOOR FRAMES**

**PART 1 - GENERAL**

**1.01 Work Included**

- A. The work under this section shall include the furnishing of all items of steel door frames as listed hereinafter except items which are specifically excluded from this section.
- B. Job site Delivery
- C. Field Measuring
- D. Job site Service
- E. Project close out information for owner.

**1.02 Related Work**

- A. Items not included in this section but listed elsewhere
  - 1. Finish Hardware section 08710
  - 3. Glass and Glazing section 08800
  - 4. Installation see Section 06100 Finish Carpentry.
  - 5. Finish painting see Section 09900 Painting & Finishing.

**1.03 Quality Assurance**

- A. Provide Steel Door Frames manufactured by a single firm specializing in the production of this type of work.
- B. Provide Steel Door Frames complying with the Steel Door Institute recommended specifications for Standard Steel Doors and Frames (ANSI/SDI 100-91) and as herein specified.
- C. Compliance with all standards listed under paragraph 1:04 "References" is required.
- D. Compliance with all building, fire and life safety codes as listed by State and local codes along with those listed under paragraph 1:04 "References" is required.
- E. Insulation properties: Polyurethane core doors shall have a U factor of 0.67. Tests must be performed in accordance with SDI-113.

**1.04 References**

- A. Steel Door Frames in this section must meet all standards as established by the following listing.
  - 1. Door and Hardware Preparation ANSI 115.1.
  - 2. Life Safety Codes NFPA101 (Latest edition).
  - 3. Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors and Hardware Reinforcing ANSI A151.1. ANSI/SDI-100-91

1.05 SUBMITTALS

- A. The steel door frame supplier shall furnish to the architect (1) pdf complete copy of the proposed steel door and frames schedule and/or shop drawings. Using the same reference number for details and openings as those on the contract drawings. This is to be done within (10) days of acceptance of the General Contractor's purchase order. After receipt of the approved door schedule the steel door frame supplier shall make any corrections to the door schedule and submit to the architect (4) sets of corrected schedules for file and field use.
- B. All door openings including wood, aluminum, overhead etc. must be listed on the door schedule. If any opening is not by the steel door manufacturer only the door opening number should be shown along with the type of door (wood, etc.) and a "not by steel manufacturer." Include details of each frame type, elevations of door designs, types, conditions at openings, details of construction, location and installation requirements for finish hardware on all reinforcements and details of joints and connections, show anchorage and accessory items.
- C. Coordinate approved shop drawings with all other trades and manufacturers whose products are used in conjunction with the Steel Door Frames.
- D. Templates: Finish hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel supplier in order to cut, reinforce or otherwise prepare the doors and frames to receive the finish hardware items.

1.06 Delivery, Storage and Handling

- A. All steel doors and frames being supplied must be properly marked with door opening mark number to correspond with the door schedule.
- B. Steel door frames shall be delivered to the General Contractor according to the contractors, Architect's or construction manager's request to insure the proper and timely completion of the work.
- C. Deliver all steel door frames cartoned and/or palletized to provide protection during transit and job storage. Welded frames will not be palletized.
- D. Inspect frames upon delivery for damage. Minor damage may be repaired, provided the finish items are equal in all respects to new work and acceptable to the architect, otherwise, remove and replace damaged items as directed.
- E. Store door frames at the building site under cover. Place units on at least 4 inch high wood sills or on the floor in a manner that will prevent rust and damage. Avoid the use of non-vented plastic or canvas shelters which could create a humidity chamber. If the cardboard wrapper on the door becomes wet, remove the carton immediately. Provide a 1/4 inch space between stacked doors to promote air circulation.

1.07 Job Conditions

- A. Installer must examine the substrate and conditions under which steel door frames are to be installed and notify the contractor in writing of any condition detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

**PART 2 - PRODUCTS**

**2.01 Acceptable Manufacturers**

- A. Ceco Door Products
- B. Pioneer Industries
- C. Steelcraft Manufacturing Company
- D. Curries Company
- E. Republic Builder's Products
- F. Amweld Building Products, Inc.

**2.02 Hardware Locations**

- A. Location of hardware on doors and frames shall be the steel and frame manufacturer's standard published locations.
- B. Prepare steel units to receive mortised and concealed hardware, including cutouts, reinforcing, drilling and tapping in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of American National Standards Institute (ANSI) A115 "Specifications for Door and Frame Preparations for Hardware".
  - 1. For concealed overhead door closers or holders, provide space, cutouts, reinforcing and provisions for fastening in tops of doors or in frame heads as applicable.
  - 2. Reinforce steel units to receive surface applied hardware. Drilling and tapping for surface applied finish hardware shall be done at the project site.
- C. Locate finish hardware at door frame manufacturer's standard published locations in accordance with "Recommended Locations for Builder's Hardware", published by the Door and Hardware Institute.

**2.03 Clearances**

- A. Edge clearances shall be as follows:
  - 1. Between doors and frames, at head and jambs - 1/8 inch
  - 2. At door sills where no threshold is used - 3/4 inch standard except if otherwise shown on architectural drawings.
  - 3. At door sills where a threshold is used, 1/4 inch maximum between door and threshold.
  - 4. At door sills when carpet is used, 1/4 inch higher than the thickness of the carpet.
  - 5. Between meeting edges of pairs of doors 1/8 inch.
  - 6. Doors with vertical rod exit devices as required by the exit device template.

**2.04 Steel Frames 18 ga.**

- A. Materials
1. Frames shall be either cold rolled steel conforming to ASTM A366- 68 or commercial grade hot rolled and picked steel conforming to ASTM A569-66T or not less than 18 gauge, unless otherwise specified.
  2. Hot dipped zinc coated steel shall comply with ASTM designations A526 or A642 and A525. The coating weights shall meet or exceed the minimum requirements shown for A40 in the case of alloyed coatings and G60 for spangled coatings.
- B. Fabrication
1. General design and construction
    - a. Provide steel frames for doors, transoms, sidelites, borrowed lites, and other openings to the size and design as shown on the architectural drawings. Exterior frames to be hot dipped galvanized. Interior frames to be cold rolled steel.
  2. All finished work shall be strong and rigid, neat in appearance square, true and free of defects, warp or buckle.
  3. Jamb depths, trim, profile and backbends shall be as scheduled by the architect and shown on approved shop drawings.
  4. Minimum depth of stops shall be 5/8 inches.
  5. When shipping limitations so dictate, frames for large openings shall be fabricated in sections designed for splicing in the field by others.
  6. Hardware reinforcements
    - a. Frames shall be mortised, reinforced, drilled and tapped at the factory for fully templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware contractor. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates only; all drilling and tapping shall be done by others.
  7. Interior door frames shall be knockdown unless they have adjacent sidelites in which case they shall be welded. All exterior hollow metal door frames shall be welded.
- C. Reinforce frames for finish hardware as follows:
1. Hinge reinforcements for 1 3/4 inches thick doors steel plate 7 gauge thick x 1 1/4 inches wide x 9" inches long. Reinforcement shall be attached to the door frames by not less than 6 spot welds.
  2. Strike reinforcements - steel plate 12 gauge x 1-1/2 inches wide.
  3. Flush bolts - steel plate 12 gauge.
  4. Surface applied closers - 14 gauge steel.
  5. Concealed closers - not used
  6. Reinforcements for - Surface mounted hardware 14 gauge steel Hold open arms 14 gauge steel Surface mounted exit devices 14 gauge steel
  7. Floor Anchors
    - a. Floor anchors shall be securely welded or screwed inside each jamb, with two holes provided at each jamb for floor anchorage.
    - b. Where so scheduled or specified adjustable floor anchors providing not less than 1" height adjustment.
    - c. Minimum thickness of floor anchors shall be 16 gauge.
  8. Jamb Anchors
    - a. Frames for installation in masonry walls shall be provided with

adjustable jamb anchors of the wire type. Anchors shall be not less than 0.156 inch diameter steel wire. The number of anchors provided on each jamb shall be as follows:

Frames up to 90" height 3 anchors

Frames 90" to 96" height 4 anchors

Frames over 96" height 1 anchor for each 2' or fraction there of over 96"

- b. Frames for installation in stud partitions shall be provided with steel anchors of suitable design, not less than 18 gauge thickness, securely welded inside each jamb or insert type with notched clip to engage stud inserted to back of the frame as follows:

Frames up to 90" height 4 anchors

Frames 90" to 96" height 5 anchors

Frames over 96" height 5 anchors plus one additional anchor for every 24 inches or fraction there of over 96"

- c. Frames to be anchored to previously placed concrete, masonry or structural steel shall be provided with anchors of suitable design as shown on approved shop drawings. Fasteners for such anchors shall be provided by others.

9. Dust cover boxes (or mortar guards) of not thinner than 26 gauge steel shall be provided at all hardware mortises on frames to be set in masonry or plaster partitions.
10. All frames that are to be welded shall be provided with 2 steel spreaders temporarily attached to the feet of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and shall not be used to size the frame.
11. Welded Frames
- a. Assemble frame, bend the tabs after assuring that the face miter seam is "closed and tight". Weld the entire face miter seam. Grind the exterior face and dress the face miter seam (exterior) and spot paint, inside and out.
12. Finish: Factory Prime Finish.

### PART 3 - EXECUTION

#### 3.01 Inspection

- A. Examine the substrate and conditions under which steel work is to be installed and remedy conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. It is the responsibility of the General Contractor to make sure that all dimensions for existing opening or existing frames (strike height, hinge spacing, hinge backset, etc.) given to the steel manufacturer are accurate.
- C. It is the responsibility of the General Contractor to see that any scratches or disfigurements caused in shipping or handling are properly cleaned and touched up with a

rust inhibitive primer.

### 3.02 Installation

#### A. Door Frames

1. Prior to installation, all frames must be checked for rack, twist and out of square.
2. Except for frames located at in-place concrete or masonry and at drywall installation, place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.
3. Fill frames in masonry walls with mortar as the wall is laid up. Frames in solid plaster or steel stud walls may be completely filled with plaster except when drywall is used.
4. When temperature conditions necessitate an additive to be used in the plaster or mortar to prevent freezing, the contractor installing the frames shall coat the inside of the frames in the field with a corrosion inhibiting bituminous material.
5. SDI-105, "Recommended Erection Instructions for Steel Frames" and SDI-110 "Standard Steel Doors and Frames for Modular Masonry Construction" shall indicate the proper installation procedures.
6. Anchors
  - a. In masonry construction, locate wall anchors in jambs at hinge and strike levels.
  - b. At in-place concrete or masonry construction, set frame and secure to adjacent construction with machine screws and masonry anchorage devices.
  - c. In metal stud partitions, install wall anchors in jambs at hinge and strike levels. In open steel stud partitions, place studs in wall anchor notches and wire tie. In closed steel stud partitions, attach studs to wall anchors with self drilling screws.
7. Make field splices in frames as detailed on final shop drawings.

#### B. Doors

1. Install doors plumb and in true alignment in a prepared opening and fasten them to achieve the maximum operational effectiveness and appearance of the unit.
2. Proper door clearance must be maintained in accordance with Part 2, Section 2.03, except for special conditions otherwise noted.
3. Where necessary, metal hinge shims are acceptable to maintain clearances.
4. "The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames, and Builders Hardware" published by DHI is recommended for further details.

- C. Hardware must be applied in accordance with hardware manufacturer's templates and instructions. Also, in compliance with installation instructions as specified under the "Finish Hardware Section of Division 8".

### 3.03 Adjust and Clean

#### A. Final adjustments

1. Check and re-adjust operating finish hardware items in hollow metal work just prior to final inspection. Leave work in complete and proper condition. Remove

and replace defective work, including doors or frames which are warped, bowed or otherwise unacceptable.

- B. Prime Coat Touch-Up
  - 1. Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.

3.04 Schedules and Close Out Documents

- A. Follow Architect's instructions to provide project close out documents. These documents will include, but are not limited to:
  - 1. Copies of hollow metal schedule "as built"
  - 2. Warranty
  - 3. Care and maintenance instructions to owner.
  - 4. Manufacturer's painting recommendations.
  - 5. Other documents required Division 1 of the specifications.
  - 6. Other Documents required by the Construction Manager.

END OF SECTION

**SECTION 08211 - FLUSH WOOD DOORS**

1.0 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Extent and location of each type of wood door is indicated on drawings and in schedules.
- B. Types of doors required include the following:
  - 1. Solid core flush wood doors with wood veneer faces (Maple) (Including doors with lites).
- C. Metal door frames for wood doors are specified in another Division-8 section.

1.3 SUBMITTALS

- A. Product Data: Door manufacturer's technical data for each type of door, including details of core and edge construction, trim for openings and louvers, and factory-finishing specifications.
- B. Shop Drawings: Submit shop drawings indicating location and size of each door, elevation of each kind of door, details of construction, location and extent of hardware blocking, fire ratings, requirements for factory finishing and other pertinent data.

1.4 CLOSEOUT SUBMITTALS

- A. Upon completion of the Work of this Section, Contractor shall submit to the Architect/Engineer, all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during construction to the Architect/Engineer.
- C. Upon completion, submit to the Architect/Engineer, a Contractor's Affidavit of Payment of Debts and Claims, and Release of Liens.
- D. Refer to General Conditions for additional requirements.

1.5 QUALITY ASSURANCE

- A. Quality Standards: Comply with the following standards:
  - 1. NWWDA Quality Standard: I.S.1 "Industry Standard for Wood Doors", of National Wood Window and Door Association (NWWDA).
- B. NWWMA Quality Marking: Mark each wood door with NWWDA Wood Door Certification



Hallmark certifying compliance with applicable requirements of NWWDA I.S. 1 Series.

1. For manufacturers not participating in NWWDA Hallmark Program, a certification of compliance may be substituted for marking of individual doors.
- C. Fire-Rated Wood Doors: Provide wood doors which are identical in materials and construction to units tested in door and frame assemblies per ASTM E 152 and which are labeled and listed for ratings indicated by UL, Warnock Hersey or other testing and inspection agency acceptable to authorities having jurisdiction.
- D. Manufacturer: Obtain doors from a single manufacturer.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Protect doors during transit, storage and handling to prevent damage, soiling and deterioration. Comply with requirements of referenced standards and recommendations of NWWDA pamphlet "How to Store, Handle, Finish, Install, and Maintain Wood Doors", as well as with manufacturer's instructions.
- B. Identify each door with individual opening numbers which correlate with designation system used on shop drawings for door, frames, and hardware, using temporary, removable or concealed markings.

#### 1.7 PROJECT CONDITIONS

- A. Conditioning: Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized and will be maintained in storage and installation areas during remainder of construction period to comply with the following requirements applicable to project's geographical location:
  1. Referenced AWI quality standard including Section 100-S-3 "Moisture Content".

#### 1.8 WARRANTY

- A. General: Warranties shall be in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.
- B. Door Manufacturer's Warranty: Submit written agreement in door manufacturer's standard form signed by Manufacturer, Installer and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup or twist) or that show telegraphing of core construction in face veneers, or do not conform to tolerance limitations of referenced quality standards.
  1. Warranty shall also include reinstallation which may be required due to repair or replacement of defective doors where defect was not apparent prior to hanging.
  2. Warranty shall be in effect during following period of time after date of Substantial

Completion.

3. Solid Core Interior Doors:
  - a. Life of installation.

C. Contractor's Responsibilities: Replace or refinish doors where Contractor's work contributed to rejection or to voiding of manufacturer's warranty.

## 2.0 PRODUCTS

### 2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering doors which may be incorporated in the work include, but are not limited to, the following:

B. Manufacturer: Subject to compliance with requirements, provide products of one of the following:

1. Solid Core Doors with Wood Veneer Faces (Match Existing):

- a. Graham Wood Doors
- b. Glen-Mar Door Mfg. Co.
- c. Mohawk Doors, Inc.
- d. Weyerhaeuser Company.

2. Finish to match existing doors, see finish schedule for specified door. Contractor to verify color in field.

C. Fire-Rated Solid Core Doors: Comply with the following requirements.

D. Faces and AWI Grade: Provide faces and grade to match non-rated doors in same area of building, unless otherwise indicated.

1. Construction: Manufacturer's standard core construction as required to provide fire-resistance rating indicated.

2. Edge Construction: Provide manufacturer's standard laminated edge construction for improved screw-holding capability and split resistance as compared to edges composed of a single layer of treated lumber.

3. Pairs: Furnished formed steel edges and astragals for pairs of fire-rated doors, unless otherwise indicated.

- a. Provide fire-rated pairs with fire-retardant stiles which are labeled and listed for kinds of applications indicated without formed steel edges and astragals.

### 2.2 LOUVERS AND LIGHT FRAMES

- A. Metal Frames for Light Openings in Fire Doors: Manufacturer's standard frame formed of 18-gage cold-rolled steel, factory-primed, and approved for use in door of fire-rating indicated.

### 2.3 FABRICATION

- A. Fabricate wood doors to produce doors complying with following requirements:
  - 1. In sizes indicated for job-site fitting.
  - 2. Factory-prefit and premachine doors to fit frame opening sizes indicated with the following uniform clearances and bevels:
    - a. Comply with tolerance requirements of AWI for prefitting. Comply with final hardware schedules and door frame shop drawings and with hardware templates.
    - b. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with factory premachining.
- B. Metal Astragals: Premachine astragals and formed steel edges for hardware where required for pairs of fire-rated doors.
- C. Transom and Side Panels: Fabricate matching panels with same construction, exposed surfaces and finish as specified for associated doors.
  - 1. Fixed Transom Panels: Fabricate fixed panels with solid lumber transom bottom rail and door top rail, both rabbeted as indicated, and factory-installed springbolts for concealed attachment into jambs of metal door frames.
- D. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kind(s) of doors required.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.

### 3.0 EXECUTION

#### 3.1 EXAMINATION

- A. Examine installed door frames prior to hanging door:
  - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.
  - 2. Reject doors with defects.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

**3.2 INSTALLATION**

- A. Hardware: For installation see Division-8 "Finish Hardware" section of these specifications.
- B. Manufacturer's Instructions: Install wood doors to comply with manufacturer's instructions and of referenced AWI standard and as indicated.
  - 1. Install fire-rated doors in corresponding fire-rated frames in accordance with requirements of NFPA No. 80.
- C. Job-Fit Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted with fire-rated doors. Machine doors for hardware. Seal cut surfaces after fitting and machining.
  - 1. Fitting Clearances for Non-Rated Doors: Provide 1/8" at jambs and heads; 1/16" per leaf at meeting stiles for pairs of doors; and 1/8" from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4" clearance from bottom of door to top of threshold.
  - 2. Fitting Clearances for Fire-Rated Doors: Complying with NFPA 80.
  - 3. Bevel non-rated doors 1/8" in 2" at lock and hinge edges.
  - 4. Bevel fire-rated doors 1/8" in 2" at lock edge; trim stiles and rails only to extent permitted by labeling agency.
- D. Prefinishing:
  - 1. Wood veneer doors: Factory finish door faces, moldings and side edges in accordance with AWI Quality Standard 1500.

**3.3 ADJUSTING AND PROTECTION**

- A. Operation: Rehang or replace doors which do not swing or operate freely.
- B. Finished Doors: Refinish or replace doors damaged during installation.
- C. Protect doors as recommended by door manufacturer to ensure that wood doors will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

**SECTION 08710 – DOOR HARDWARE**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes commercial door hardware for the following:
  - 1. Swinging doors.
  - 2. Sliding Doors
  - 3. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
  - 1. Mechanical door hardware.
  - 2. Electromechanical door hardware, power supplies, back-ups and surge protection.
  - 3. Automatic operators.
  - 4. Cylinders specified for doors in other sections.
- C. Related Sections:
  - 1. Section 06000 – Rough Carpentry.
  - 2. Section 06200 – Finish Carpentry.
  - 3. Section 01730 – Operations and Maintenance.
  - 4. Section 08100 – Hollow Metal Door Frames.
  - 5. Section 08211 – Flush Wood Doors.
  - 6. Section 08800 – Glass and Glazing.
  - 7. Section 09900 – Painting and Coating.
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
  - 2. ANSI/SDI A250.13 - Testing and Rating of Severe Windstorm Resistant Components for Swing Door Assemblies.
  - 3. ASTM E1886 - Test Method for Performance of Exterior Windows, Curtin Walls, Doors and Shutters Impacted by Missiles and Exposed to Cyclic Pressure Differentials.
  - 4. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure difference.
  - 5. ASTM E1996 - Standard specification for performance of exterior windows, curtain walls, doors and storm shutters impacted by Windborne Debris in Hurricanes.
  - 6. FEMA 361 2008 - Design and Construction Guidance for Community Safe Rooms.

7. ICC 500 - ICC/NSSA Standard for the Design and Construction of Storm Shelters.
8. ICC/IBC - International Building Code.
9. NFPA 70 - National Electrical Code.
10. NFPA 80 - Fire Doors and Windows.
11. NFPA 101 - Life Safety Code.
12. NFPA 105 - Installation of Smoke Door Assemblies.
13. TAS-201-94 - Impact Test Procedures.
14. TAS-202-94 - Criteria for Testing Impact and Non-Impact Resistant Building Envelope Components using Uniform Static Air Pressure.
15. TAS-203-94 - Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.
16. [State Building Codes, Local Amendments].

E. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series
2. UL10C – Positive Pressure Fire Tests of Door Assemblies

### 1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
  2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  3. Content: Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. Door and frame sizes and materials.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Proof of Certification: Provide copy of manufacturer(s) official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary Integrated Wiegand Access Control Products.
- D. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
- F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing both standard and electrified builders hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor in good standing by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
  1. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- D. Source Limitations: Obtain each type and variety of Door Hardware specified in this Section from a single source, qualified supplier unless otherwise indicated.

1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
  2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- E. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:
1. NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:
    - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
    - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
      - 1) Interior Hinged Doors: 5 lbf applied perpendicular to door.
      - 2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
    - c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.
  3. NFPA 101: Comply with the following for means of egress doors:
    - a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
    - b. Thresholds: Not more than 1/2 inch high.
  4. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 (neutral pressure at 40" above sill) or UL-10C.
    - a. Test Pressure: Positive pressure labeling.
- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.



- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
1. Function of building, purpose of each area and degree of security required.
  2. Plans for existing and future key system expansion.
  3. Requirements for key control storage and software.
  4. Installation of permanent keys, cylinder cores and software.
  5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
1. Prior to installation of door hardware, arrange for manufacturers' representatives to hold a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
  2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
  3. Review sequence of operation narratives for each unique access controlled opening.
  4. Review and finalize construction schedule and verify availability of materials.
  5. Review the required inspecting, testing, commissioning, and demonstration procedures.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

#### 1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Related Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

#### 1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
  - 1. Structural failures including excessive deflection, cracking, or breakage.
  - 2. Faulty operation of the hardware.
  - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
  - 1. Ten years for mortise locks and latches.
  - 2. Five years for exit hardware.
  - 3. Ten years for manual door closers.

#### 1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Continuing Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

**PART 2 - PRODUCTS**

**2.1 SCHEDULED DOOR HARDWARE**

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
    - a. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
    2. Products furnished, but not installed, under this Section include the following. Coordinating, purchasing, delivering, and scheduling remain requirements of this Section.
      - a. Permanent cylinders, cores, and keys to be installed by Owner.
- B. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

**2.2 HANGING DEVICES**

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.
1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
    - a. Two Hinges: For doors with heights up to 60 inches.
    - b. Three Hinges: For doors with heights 61 to 90 inches.
    - c. Four Hinges: For doors with heights 91 to 120 inches.
    - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
  2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
    - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
    - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
  3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:

- a. Exterior Doors: Heavy weight, non-ferrous, ball bearing hinges unless Hardware Sets indicate standard weight.
  - b. Interior Doors: Standard weight, steel, ball bearing hinges unless Hardware Sets indicate heavy weight.
  - c. Tornado Resistant Assemblies: At a minimum, provide heavy weight hinges with stainless steel screws used in accordance with and specified as part of a Severe Storm Shelter Opening meeting ICC 500 and FEMA 361.
4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:
- a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:
    - 1) Out-swinging exterior doors.
    - 2) Out-swinging access controlled doors.
5. Acceptable Manufacturers:
- a. Hager Companies (HA).
  - b. McKinney Products (MK).
  - c. Stanley Hardware (ST).

### 2.3 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinders: Original manufacturer cylinders complying with the following:
  1. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
  2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
  4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
- D. Patented Cylinders: ANSI/BHMA A156.5, Grade 1, certified cylinders employing a utility patented and restricted keyway requiring the use of patented controlled keys. Provide bump resistant, fixed core cylinders as standard with solid recessed cylinder collars. Cylinders are to be factory keyed where permanent keying records will be established and maintained.
  1. Provide a 6 pin multi-level master key system comprised of patented controlled keys and security and high security cylinders operated by one (1) key of the highest level.

Geographical exclusivity to be provided for all security and high security cylinders and UL437 certification where specified.

- a. DG1 Cylinders: Provide utility patented controlled keyway cylinders that are furnished with patented keys available only from authorized distribution.
  - b. DG2 Cylinders: Provide utility patented controlled keyway and side bar locking incorporating unique angled bottom pins for geographical exclusivity. Cylinders constructed to provide protection against bumping and picking.
  - c. DG3 Cylinders: Provide utility patented controlled keyway and side bar locking incorporating unique angled bottom pins for geographical exclusivity. Cylinders constructed to provide protection against bumping, picking, and drilling
2. Acceptable Manufacturer:
- a. Sargent Manufacturing (SA) - Degree Series.
- E. Keying System: Each type of lock and cylinders to be factory keyed. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner. Incorporate decisions made in keying conference, and as follows:
1. Master Key System: Cylinders are operated by a change key and a master key.
  2. Grand Master Key System: Cylinders are operated by a change key, a master key, and a grand master key.
  3. Great-Grand Master Key System: Cylinders are operated by a change key, a master key, a grand master key, and a great-grand master key.
  4. Existing System: Master key or grand master key locks to Owner's existing system.
  5. Keyed Alike: Key all cylinders to same change key.
- F. Key Quantity: Provide the following minimum number of keys:
1. Top Master Key: One (1)
  2. Change Keys per Cylinder: Two (2)
  3. Master Keys (per Master Key Group): Two (2)
  4. Grand Master Keys (per Grand Master Key Group): Two (2)
  5. Construction Control Keys (where required): Two (2)
  6. Permanent Control Keys (where required): Two (2)
- G. Construction Keying: Provide construction master keyed cylinders or temporary keyed construction cores where specified. Provide construction master keys in quantity as required by project Contractor. Replace construction cores with permanent cores. Furnish permanent cores for installation as directed under specified "Keying Conference".
- H. Key Registration List: Provide keying transcript list to Owner's representative in the proper format for importing into key control software.

**2.4 MECHANICAL LOCKS AND LATCHING DEVICES**

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12 gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim (including knobs, levers, escutcheons, roses) to be the product of a single manufacturer. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions.
1. Acceptable Manufacturers:
    - a. Corbin Russwin Hardware (RU) – ML2000 Series.
    - b. Sargent Manufacturing (SA) – (R)8200 Series.
    - c. Yale Locks and Hardware (YA) – 8800FL Series.
  - B. Lock Trim Design: As specified in Hardware Sets.
  - C. Knurling: Where specified provide knurling or abrasive coating to all levers on doors leading to hazardous areas such as mechanical rooms, boiler and furnace rooms, janitor closets, and as otherwise required by the Illinois Accessibility Code.

**2.5 AUXILIARY LOCKS**

- A. Mortise Deadlocks, Small Case: ANSI/BHMA A156.5, Grade 1, certified small case mortise type deadlocks constructed of heavy gauge wrought corrosion resistant steel. Steel or stainless steel bolts with a 1" throw and hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other specified locksets.
1. Acceptable Manufacturers:
    - a. Corbin Russwin Hardware (RU) - DL4100 Series.
    - b. Sargent Manufacturing (SA) - 4870 Series.
    - c. Yale Locks and Hardware (YA) - 350 Series.

**2.6 LOCK AND LATCH STRIKES**

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
  2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
  3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
- B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.5.
4. Dustproof Strikes: BHMA A156.16.

## 2.7 DOOR CLOSERS

- A. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units and high impact, non-corrosive plastic covers standard.

1. Acceptable Manufacturers:
  - a. Corbin Russwin Hardware (RU) - DC8000 Series.
  - b. Sargent Manufacturing (SA) - 351 Series.
  - c. Norton Door Controls (NO) - 7500 Series.
  - d. Yale Locks and Hardware (YA) - 4400 Series.

- B. Door Closers, Surface Mounted (Unitrol): ANSI/BHMA 156.4, Grade 1 certified surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Unitrol arms to have door stop mechanism to absorb dead stop shock on arm and top hinge. Hold-open arms to have a spring loaded mechanism in addition to shock absorber assembly. Arms to be provided with rigid steel main arm and secondary arm lengths proportional to the door width. Provide high impact, non-corrosive plastic covers standard.

1. Acceptable Manufacturers:
  - a. Corbin Russwin Hardware (RU) - Unitrol DC8000 Series.
  - b. Norton Door Controls (NO) - Unitrol 7500 Series.
  - c. Yale Locks and Hardware (YA) - Unitrol 4400 Series.

## 2.8 ARCHITECTURAL TRIM

- A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

3. Metal Protection Plates: ANSI/BHMA A156.6 certified metal protection plates (kick, armor, or mop), beveled on four edges (B4E), fabricated from the following.
  - a. Stainless Steel: .050-inch thick, with countersunk screw holes (CSK).
  - b. Brass or Bronze: .050-inch thick, with countersunk screw holes (CSK).
  - c. Laminate Plastic or Acrylic: 1/8-inch thick, with countersunk screw holes (CSK).
4. Fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets.
5. Metal Door Edging: Door protection edging fabricated from a minimum .050-inch thick metal sheet, formed into an angle or "U" cap shapes, surface or mortised mounted onto edge of door. Provide appropriate leg overlap to account for protection plates as required. Height to be as specified in the Hardware Sets.
6. Acceptable Manufacturers:
  - a. McKinney Architectural Hardware (MK).
  - b. Rockwood Manufacturing (RO).

## 2.9 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
  1. Acceptable Manufacturers:
    - a. McKinney Architectural Hardware (MK).
    - b. Rockwood Manufacturing (RO).
- C. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
  1. Acceptable Manufacturers:
    - a. Rixson Door Controls (RF).
    - b. Rockwood Manufacturing (RO).
    - c. Sargent Manufacturing (SA).



2.10 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
  - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: :Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
  - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and UBC 7-2, Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Acceptable Manufacturers:
  - 1. McKinney Weatherstripping Products (MW).
  - 2. Pemko Manufacturing (PE).

2.11 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.12 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

#### 3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

#### 3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
  - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
  - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
  - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

- D. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

### 3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

### 3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

### 3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

### 3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

### 3.8 DOOR HARDWARE SCHEDULE

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
- B. Manufacturer's Abbreviations:
  - 1. MK - McKinney

2. SA - Sargent
3. RO - Rockwood
4. RF - Rixson
5. NO - Norton
6. PE - Pemko

**Hardware Schedule**

***(NOTE: ANY NEW REQUIRED HARDWARE  
IS TO MATCH EXISTING. LISTING BELOW IS  
FROM ORIGINAL BUILDING SPECIFICATION.  
REFER TO DRAWINGS FOR HARDWARE SETS)***

Hinge	TA2714 4-1/2" x 4-1/2"	US26D	MK
Mortise Lock (classroom)	DG1 63 8237 LNND	US26D	SA
Wall Stop	400	US26D	RO
Silencer	608		RO
Concealed Overhead Stop	2-X36	630	RF
Door Closer	7500	689	NO
Mortise Lock (storeroom)	DG1 63 8204 LNND	US26D	SA

END OF SECTION 08710

**SECTION 08800 - GLASS AND GLAZING**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The drawings, Instructions to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions and Division 1 are included herein and govern work under this section.

**1.2 DESCRIPTION OF WORK**

- A. Definitions: "Glass" includes prime glass, processed glass, and fabricated glass products. "Glazing" includes glass installation and materials used to install glass.
- B. Included, but not necessarily limited to, are the following:
  - 1. Tempered glass

**1.3 QUALITY ASSURANCE**

- A. Prime Glass Manufacturer: One of the following for each type of glass:
  - 1. ASG Industries, Inc.
  - 2. C-E Glass Division
  - 3. Ford Glass Company
  - 4. Libbey-Owens-Ford Company
  - 5. PPG Industries, Inc.
- B. Reference Standards:
  - 1. American National Standards Institute: (ANSI)
    - a. ANSI Z97.1-1984, Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings. American Society for Testing Materials.
  - 2. Flat Glass Marketing Association: (FGMA)
    - a. Glazing manual.
    - b. Glazing sealing systems manual.
  - 3. Sealed Insulation Glass Manufacturers Association: (SIGMA)
    - a. No. 65-7-2, latest edition, Sealed Insulating Glass Units.
    - b. No. 70-7-1, latest edition, Glazing Specifications for Sealed Insulating Glass Units.
  - 4. American Society for Testing Materials (ASTM):
    - a. ASTM C-1036.
    - b. ASTM C-1048.
  - 5. Consumer Product Safety Commission (CPSC)
    - a. CPSC 16 CFR 1201 Safety Standard for Architectural Glazing Material.
- C. Safety Glazing Labeling
  - 1. Permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness and safety glazing standard with which glass complies.
    - a. Category I Glazing in doors where exposed glass area is 9 SF or less.

- b. Category II Glazing in doors and panels where exposed glass area is more than 9 SF.
- D. Specified Product Warrantee
  - 0. Warrantee on Hermetic Seals: Provide insulating glass manufacturer's written warrantee, agreeing to, within specified period, furnish FOB project site, replacement units for insulating glass units which have defective hermetic seals (excluding that due to glass breakage); defined to include intrusion of moisture or dirt, internal condensation at temperatures above -20 degrees F (-31 degrees C), deterioration of internal glass coatings, and other visual evidence of seal failure or performance failure, provided manufacturer's instructions for handling, installation, protection and maintenance have been adhered to during warrantee period.

#### 1.4 SUBMITTALS

- A. Shop Drawings: Submit shop drawings and descriptive literature for all products for use. Shop drawings shall include full scale glazing details of window wall. Shop drawings shall be submitted in accordance with Division 1.

#### 1.5 JOB CONDITIONS

- A. Pre-installation: Meet with Glazier and other trades affected by glass installation, prior to beginning of installation. Do not perform work under adverse weather or job conditions. Install liquid sealants when temperatures are within lower or middle third of temperature range by manufacturer.

### PART 2 - PRODUCTS

#### 2.1 GLASS PRODUCTS

- A. Tempered Plate Glass
  - 1. Tempered plate glass shall be heat tempered of sizes indicated. Thickness shall be 1/4" unless otherwise indicated or unless a thicker glass is recommended by manufacturer for size of opening in which used.
  - 2. Tempered glass shall be "Tuf-Flex" as manufactured by Libbey-Owens-Ford Glass Co. or equal product of PPG Industries or ASG Industries. Glass shall conform to federal Specification DD-G-1403B. Solar Heat Gain Coefficient shall be at least 0.40.

#### 2.2 GLAZING SEALANTS AND COMPONENTS

- A. General: Provide color of exposed sealant/compound as selected by Architect from manufacturer's standard colors. Comply with manufacturer's recommendation for selection of hardness, depending upon the location of each application of each application, conditions at the time of installation and performance requirements as indicated. Select materials and variations or modifications, carefully for compatibility with surfaces contacted in the installation.
- B. Silicone Glazing Compound
  - 1. Silicone sealant 1200 as manufactured by general Electric Company or equal product of Dow Corning shall be used to set all joints as shown on drawings. Color

shall be as selected by Architect from stock.

- C. Elastomeric Glazing Compound
  1. All channel glazing shall be with a one part, 100% liquid polymer, acrylic base sealant. Product shall be "Mono-Lasto-Metric" as manufactured by the Tremco Manufacturing Company or equal product of Pecora, Inc. or Toch Brothers, and shall be used in strict conformance with manufacturer's instructions. Color as selected by Architect.
  2. Primers shall be used if and as recommended by manufacturer.
- D. Elastomeric Glazing Compound
  1. Elastic glazing compound shall be oleo-resinous, knife consistency sealant, for use on non-porous surfaces under compression. It shall be non-corrosive on metal.
  2. Color shall be approximately the same as adjacent surfaces and shall be approved by Architect.
  3. This compound shall be as manufactured by Tremco Manufacturing Company, Pecora, Incorporated or Presstite Division of Martin Marietta Corp.
  4. All elastic glazing compound shall be formulated from selected processed oils and pigments which will remain plastic and resilient over a long period of time. Comply with latest revision of the Aluminum Window Manufacturer's Association, dated July 15, 1967.

### 2.3 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers and Sealers: Type recommended by sealant or gasket manufacturer.
- B. Glazing Tape
  1. Glazing tape shall be a polyisobutylene-butyl base with an integral shim equal to Tremco 440 Shimmed Tape, as manufactured by the Tremco Manufacturing Company. Tape and elastomeric sealing compound shall be by same manufacturer.
  2. Verify thickness of tape required by glazing a sample window on the job. Sample shall be inspected and approved by Architect before proceeding with glazing work.
- C. Spacer Shims and Setting Blocks:
  1. All spacer shims shall be of 40 to 50 durometer neopreme.
  2. All setting blocks shall be lead or 80 durometer neopreme as recommended by glass manufacturer based on weight of glass.
  3. All spacer shims and setting blocks shall be at least 1/4" thick by 3" long by width of recess.

## PART 3 - EXECUTION

### 3.1 STANDARDS AND PERFORMANCE

- A. Watertight and airtight installation of each glass product is required, except as otherwise shown. Each installation must withstand normal temperature changes, wind loading, impact loading (for operating sash and doors), without failure including loss or breakage of glass, failure of sealants or gaskets to remain watertight and air tight, deterioration of glazing materials and other defects in the work.
- B. Protect glass from edge damage during handling and installation, and subsequent operation

of glazed components of the work. During installation, discard units with significant edge damage or other imperfections.

- C. Labels
  - 1. Deliver all glass on the job carefully paper packed and protected, each pane bearing manufacturer's identifying label, giving name, quality and grade of glass.
- D. Glazing channel dimensions as shown are intended to provide for necessary bite on glass, minimum edge clearance, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by job conditions at time of installation.
- E. Comply with combined recommendations and technical reports by manufacturers of glass and glazing products as used in each glazing channel, and with recommendations of Flat Glass Marketing Association "Glazing Manual", except where more stringent requirements are indicated.
- F. Install insulating glass units to comply with recommendations by Sealed Insulating Glass Manufacturers Association, except as otherwise specifically indicated or recommended by glass and sealant manufacturers.

### 3.2 PREPARATION FOR GLAZING

- A. Clean glazing channel and other framing members to receive glass, immediately before glazing. Remove lacquer from metal surfaces where elastomeric sealants are used.
- B. Remove all coatings in glazing rebate area with a solvent that will not etch or mar surface of metal, recommended by manufacturer of glazing compound.
- C. All surfaces to be glazed shall be free of moisture.
- D. Avoid glazing at temperature below 40 degrees F. If glazing schedule requires work during cold periods, warm the glass and rabbeted surfaces to avoid condensation.
- E. Remove manufacturer's instruction tags from windows.
- F. Cover metal surfaces liable to be damaged by smear of sealing compound with tape. Remove tape after glazing.
- G. Prepare all glazing compounds in strict accordance with manufacturer's instructions. Compounds shall not be cut or thinned.
- H. Apply primer or sealant to joint surfaces where recommended by sealant manufacturer.

### 3.3 GLAZING

- A. Install setting blocks of proper size in still rabbet, located 1/4th of glass width from each corner. Set blocks in thin course of heel-bead compound, if any.
- B. Provide spacers inside and out, of proper size and spacing, for glass sizes larger than 50 united inches, except where gaskets or pre-shimmed tapes are used for glazing. Provide 1/8" minimum bite of spacers on glass and use thickness equal to sealant width, except with



sealant tape use thickness slightly less than final compresses thickness of tape.

- C. Set units of glass in each series with uniformity of pattern, draw, bow and similar characteristics.
- D. Voids and Filler Rods Prevent exudation of sealant or compound by reforming voids or installing filler rods in channel at heel of jamb and head (do not leave voids in sill channels), except as otherwise indicated and depending on light size, thickness and type of glass, and complying with manufacturer's recommendations.
- E. Force sealants into channel to eliminate voids and to ensure complete "wetting" or bond of sealant to glass and channel surfaces.
- F. Tool exposed surfaces of glazing liquids and compounds to provide a substantial "wash" away from glass. Install pressurized tapes and gaskets to protrude slightly out of channel so as to eliminate dirt and moisture pockets.
- G. Clean and trim excess glazing materials from glass and stops or frames promptly after installation, and eliminate stains and discolorations.
- H. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage to ensure that gasket will not "walk" out when installation is subjected to movement. Anchor gasket to stop with matching ribs, or by proven adhesives, including embedment of gasket tail in cured heel bead.
- I. Gasket Glazing: Miter cut and bond ends together at corners where gaskets are used for channel glazing, so that gaskets will no pull away from corners and result in voids or leaks in glazing system.

### 3.4 CURE, PROTECTION AND CLEANING

- A. Protect exterior glass from breakage immediately upon installation, by use of crossed streamers attached to framing and held away from glass. Do not apply markers to surfaces of glass. Remove nonpermanent labels and clean surfaces. Cure sealants for high early strength and durability.
- B. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during construction period, including natural causes, accidents and vandalism.
- C. Wash and polish glass on both faces not more than 4 days prior to date scheduled for inspections intended to establish date of substantial completion in each area of project. Comply with glass product manufacturer's recommendations for final cleaning.

END OF SECTION

**SECTION 09250 - METAL STUDS & GYPSUM WALLBOARD**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Extent of each type of gypsum drywall construction required is indicated on Drawings.
- B. This Section includes the following types of gypsum board construction and metal studs.
  - 1. Interior Gypsum Board
  - 2. Interior Metal Stud – Non-Load Bearing Partitions

**1.3 DEFINITIONS**

- A. Gypsum Board Construction Terminology: Refer to ASTM C 11 and GA 505 for definitions of terms for gypsum board construction not otherwise defined in this section or other referenced standards.

**1.4 SUBMITTALS**

- A. Product data from manufacturers for each type of product specified.

**1.5 CLOSEOUT SUBMITTALS**

- A. Upon completion of the Work of this Section, Contractor shall submit to the Construction Manager, all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during construction to the Construction Manager.
- C. Upon completion, submit to the Construction Manager, a Contractor's Affidavit of Payment of Debts and Claims, and Release of Liens.
- D. Refer to General Conditions for additional requirements.

**1.6 QUALITY ASSURANCE**

- A. Single Source Responsibility: Obtain each type of gypsum board and related joint treatment materials from a single manufacturer.
- B. Fire-Resistance Ratings: Where indicated, provide materials and construction which are identical to those of assemblies whose fire resistance rating has been determined per ASTM E 119 by a testing and inspecting organization acceptable to authorities having jurisdiction.
  - 1. Provide fire-resistance-rated assemblies identical to those indicated by reference to GA File No's. in GA-600 "Fire Resistance Design Manual" or to design

designations in U.L. "Fire Resistance Directory" or in listing of other testing and agencies acceptable to authorities having jurisdiction.

- a. Construct rated assemblies in accordance with the gypsum board manufacturer printed tested assembly.
- C. Comply with the gypsum association recommendations for levels of finish and applications of gypsum panel products. Specifically, for this project:
  1. Level 4
    - a. In all areas where gypsum board will be painted.
  2. Level 1
    - a. Above ceilings.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.
- C. Handle gypsum boards to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

#### 1.8 PROJECT CONDITIONS

- A. Ventilate building spaces to remove water and moisture. Avoid drafts during dry, hot weather.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:
- B. Manufacturer: Subject to compliance with requirements, provide products of one of the following:
  1. Steel Framing and Furring:
    - a. Gold Bond Building Products Div., National Gypsum Co.
    - b. Marino Industries Corp.
    - c. United States Gypsum Co.
  2. Gypsum Boards and Related Products:
    - a. Domtar Gypsum Co.
    - b. Georgia-Pacific Corp.
    - c. Gold Bond Building Products Div., National Gypsum Co.
    - d. United States Gypsum Co.

#### 2.2 STEEL FRAMING FOR WALLS AND PARTITIONS

- A. Steel Studs and Runners: ASTM C 645 with flange edges of studs bent back 90 deg and doubled over to form 3/16" minimum lip (return) and complying with the following requirements for minimum thickness of base (uncoated) metal and for depth:
  - 1. Thickness: As indicated.
  - 2. Depth: 3-5/8 inches, unless otherwise indicated.
  - 3. All metal studs less than 10' in length and associated runners shall be 25 gauge. Studs greater than 10' in length to under 13' in length and associated runners shall be 20 gauge. Refer to Section 05400 for studs greater than 13' in length. All studs shall be rolled formed from galvanized steel with matching sill and plate runners. Studs shall be 16" o.c. in sizes as shown on drawings.
  
- B. Steel Rigid Furring Channels: ASTM C 645, hat-shaped, depth and minimum thickness of base (uncoated) metal as follows:
  - 1. Depth: 7/8 inch.
  - 2. Thickness: 0.0329 inch, unless otherwise indicated.
  
- C. Z-Furring Members: Manufacturer's standard zee-shaped furring members with slotted or nonslotted web, fabricated from hot-dip galvanized steel sheet complying with ASTM A 525, Coating Designation G60; with a minimum base metal (uncoated) thickness of 0.0179 inch, face flange of 1-1/4 inch, wall-attachment flange of 7/8 inch, and of depth required to fit insulation thickness indicated.
  
- D. Fasteners: Provide fasteners of type, material, size, corrosion resistance, holding power and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum drywall manufacturers for applications indicated.

### 2.3 GYPSUM BOARD

- A. General: Provide gypsum board of types indicated in maximum lengths available to minimize end-to-end joints.
  - 1. Thickness: Provide gypsum board in thicknesses indicated, or if not otherwise indicated, in either 1/2 inch or 5/8 inch thicknesses to comply with ASTM C 840 for application system and support spacing indicated.
    - a. Gypsum Wallboard: ASTM C 36 and as follows:
      - 1) Type: Regular, unless otherwise indicated.
      - 2) Type: Type (fire code) for fire-resistance-rated assemblies.
      - 3) Edges: Tapered.
      - 4) Thickness: 5/8" or as indicated.
      - 5) Use sag resistant or ceiling rated panels on ceilings.
    - b. Water and Mold Resistant Gypsum Backing Board: ASTM C 630, and as follows (walls and ceiling surfaces for all bathrooms):
      - 1. Type: Regular, unless otherwise indicated.
      - 2. Type: Type (fire code) for fire-resistance-rated assemblies.
      - 3. Thickness: 5/8" or as indicated.
  
- B. Trim Accessories
  - 1. Cornerbead and Edge Trim for Interior Installation: Provide corner beads, edge trim and control joints which comply with ASTM C 1047 and requirements indicated below

- a. Material: Formed metal, or metal combined with paper, with metal complying with the following requirement: Sheet steel zinc-coated by hot-dip process.
  - b. Edge trim shapes indicated below by reference to designations of Fig. 1 in ASTM C 1047:
    - 1) "LC" Bead, unless otherwise indicated.
    - 2) "L" Bead where indicated.
  - c. One-Piece Control Joint: Formed with vee-shaped slot per Fig. 1 in ASTM C 1047, with slot opening covered with removable strip.
- C. Joint Treatment Materials
1. General: Provide materials complying with ASTM C 475, ASTM C 840, and recommendations of manufacturer of both gypsum board and joint treatment materials for the application indicated.
  2. Joint Tape: Paper reinforcing tape.
  3. Drying-Type Joint Compounds: Factory-prepackaged vinyl-based products complying with the following requirements for formulation and intended use
    - a. Job-Mixed Formulation: Powder product for mixing with water at Project site.
    - b. Taping compound formulated for embedding tape and for first coat over fasteners and flanges of corner beads and edge trim.
    - c. Topping compound formulated for fill (second) and finish (third) coats.
    - d. All-purpose compound formulated for use as both taping and topping compound.
- D. Miscellaneous Materials
1. Spot Grout: ASTM C 475, setting-type joint compound of type recommended for spot grouting hollow metal door frames.
  2. Gypsum Board Screws: ASTM C 1002.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates to which drywall construction attaches or abuts, preset hollow metal frames, cast-in-anchors, and structural framing, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of drywall construction. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION OF STEEL FRAMING, GENERAL

- A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
- B. Install supplementary framing, blocking and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar construction to comply with details indicated and with recommendations of gypsum board manufacturer, or if none available with "Gypsum Construction Handbook" published by United States Gypsum Co.

- C. Isolate steel framing from building structure to prevent transfer of loading imposed by structural movement at locations indicated below to comply with details shown on Drawings:
  - 1. Where edges of suspended ceilings abut building structure horizontally at ceiling perimeters or penetration of structural elements.
  - 2. Where partition and wall framing abuts overhead structure.
    - a. Provide slip or cushioned type joints as detailed to attain lateral support and avoid axial loading.
- D. Do not bridge building expansion and control joints with steel framing or furring members; independently frame both sides of joints with framing or furring members or as indicated.

### 3.3 INSTALLATION OF STEEL FRAMING FOR WALLS AND PARTITIONS

- A. Install runners (tracks) at floors, ceilings and structural walls and columns where gypsum drywall stud system abuts other construction.
- B. Installation Tolerances: Install each steel framing and furring member so that fastening surface do not vary more than 1/8 inch from plane of faces of adjacent framing.
- C. Terminate partition framing at suspended ceilings where indicated.
- D. Install steel studs and furring in sizes and at spacings indicated but not less than that required by referenced steel framing installation standard.
  - 1. For single layer construction: 16 inches on center.
- E. Install steel studs so that flanges point in the same direction and gypsum boards can be installed in the direction opposite to that of the flange.
- F. Frame door openings to comply with details indicated, with GA-219 and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
  - 1. Extend vertical jamb studs through suspended ceilings and attach to underside of floor or roof structure above as detailed on drawings.
- G. Frame openings other than door openings to comply with details indicated, or if none indicated, in same manner as required for door openings; and install framing below sills of openings to match framing required above door heads.

### 3.4 APPLICATION AND FINISHING OF GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standard: Install and finish gypsum to comply with ASTM C 840.
- B. Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 24 inches in alternate courses of board.
- C. Stagger end joints at least 24 inches.

- D. Install wall/sheathing in manner which minimizes the number of end-butt joints or avoids them entirely where possible.
- E. Install gypsum sheathing with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16 inch open space between boards. Do not force into place.
- F. Locate either edge or end joints over supports, except in horizontal applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edges abut, tapered edges against tapered edges and mill-cut or field-cut ends against mill-cut or field-cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions.
- G. Attach gypsum board to steel studs so that leading edge or end of each board is attached to open (unsupported) edge of stud flange first.
- H. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.
- I. Spot grout hollow metal door frames for solid core wood doors, hollow metal doors and doors over 32 inches wide. Apply spot grout at each jamb anchor clip just before inserting board into frame.
- J. Form control joints and expansion joints at locations indicated, with space between edges of boards, prepared to receive trim accessories.
- K. Space fasteners in gypsum boards in accordance with referenced gypsum board application and finishing standard and manufacturer's recommendations.

### 3.5 METHODS OF GYPSUM APPLICATION

- A. Single-Layer Application: Install gypsum wallboard as follows:
  - 1. Apply gypsum vertically (parallel to framing), unless otherwise indicated and provide sheet lengths which will minimize end joints.
- B. Single-Layer Fastening Methods: Apply gypsum boards to supports as follows:
  - 1. Fasten with screws.

### 3.6 PROTECTION

- A. Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures gypsum sheathing construction being without damage or deterioration at time of veneer installation.

END OF SECTION

**SECTION 09300 - TILE**

**PART 1 - GENERAL**

- A. The drawings, Instructions to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions and Division 1 are included herein and govern work under this section.

**1.1 DESCRIPTION OF WORK**

- A. Definitions: Tile includes ceramic surfacing units made from clay or other ceramic materials. The types of work of this section include:
  - 1. Tile, floors/walls
  - 2. Setting beds as required or indicated
  - 3. Grout and setting materials
  - 4. Cutting and setting materials
  - 5. Cutting, drilling and fitting tile work in connection with work by others
  - 6. Waterproofing, uncoupling and drainage membranes
  - 7. Edge protection and control joints
  - 8. Crack isolation and sound reduction membrane

**1.2 RELATED SECTIONS**

- A. Section 06100- Rough Carpentry
- B. Section 07900- Joint Sealers
- C. Section 09250-Gypsum Board
- D. Plumbing Fixtures and Equipment, Refer to drawings.

**1.3 REFERENCES**

- A. ANSI
  - 1. ANSI A108.1-1999: Installation of Ceramic Tile
  - 2. ANSI A137.1-1998: Ceramic Tile
  - 3. ANSI C144-99: Standard Specification for Masonry Aggregates
  - 4. ANSI C150-90: Standard Specification for Portland Cement
- B. ASTM
  - 1. ASTM C207-91 (1992): Standard Specification for Hydrated Lime
  - 2. ASTM C503-99: Standard Specification for marble Dimension Stone
  - 3. ASTM C568-99: Standard Specification for Limestone Dimension Stone
  - 4. ASTM C615-99: Standard Specification for Granite Dimension Stone
  - 5. ASTM C629-99: Standard Specification for Slate Dimension Stone
  - 6. ASTM C847-95: Standard Specification for Reinforcing Metal lath

**1.4 QUALITY ASSURANCE**

- A. Manufacturer: Provide products by the following for type of tile:
  - 1. Tile
    - a. Olympia Tile



- b. Best Tile
- c. Dal Tile
- d. Approved equal or other specified manufacturer in architectural drawings
- 2. Grout
  - a. Laticrete
  - b. FlexTile
  - c. Hydorment
  - d. Approved equal or other specified manufacturer
- B. Tile Manufacturing Standard: TCA 137.1 Furnish tile complying with Standard Grade requirements unless indicated otherwise.
- C. Proprietary Materials: Handle, store, mix and apply proprietary setting and grouting materials in compliance with manufacturer's instructions.
  - 1. Provide materials obtained from one source for each type and color of tile, grout, and setting materials.
- D. Certificates:
  - 1. Master Grade Certificates:
    - a. Conform to ANSI A 137.1, standard grade

#### 1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information and installation instructions for materials required, except bulk materials. Include certifications and other data to show compliance with these specifications.
- B. Submit Manufacturer's maintenance guides for Owner's use in maintaining all ceramic tile work included for project.
- C. Submit shop drawings for architect's review showing location of expansion joints based on building control joints, cold joints, sawed joints and recommended expansion joints based on TCA Specifications.

#### 1.6 SAMPLES

- A. Submit samples in duplicate for approval showing quality, color, texture and finish for each kind of tile. Submit 12" x 12" panels of floor tile patterns and all custom patterns.
  - 1. Porcelain Tile:
    - a. Panel for each color, pattern, and type
    - b. Minimum panel size: 12" x 12"
  - 2. Porcelain Tile Base:
    - a. Each color, size and shape
- B. No work for which such samples are required shall proceed until samples have been approved by the Architect, and all tile work shall be executed in strict accordance with the approved samples.

#### 1.7 DELIVERY AND STORAGE OF TILE

- A. All tile shall be graded, sealed and delivered in accordance with Department of Commerce Simplified Practice Recommendation R-61, latest issue, and this specification.

- B. Deliver all tile in unbroken packages bearing the brand and manufacturer's name and store them on platforms, properly covered to protect them from moisture, damage and contamination.
- C. Keep all containers in which tiles are packed, dry until tiles are removed. Take every precaution to see that tiles are not stained.
- D. Manufactured mortars and grouts to contain hallmarks certifying compliance with referenced standards and be types recommended by the tile manufacturer for application.

#### 1.8 CERTIFICATION

- A. The Contractor shall furnish a master grade certificate bearing the certification mark of the Tile Council of America, signed by the manufacturer of the tile and the tile applicator. Certificates shall state the type and quality of the material furnished.

#### 1.9 MAINTENANCE INSTRUCTIONS

- A. Furnish in triplicate (3) copies of instructions for the care, cleaning, and maintenance of ceramic tile.

#### 1.10 EXTRA TILE

- A. Upon completion of work, deliver to Owner, tile of same size, color, pattern and type as used on the project for use in future repair and maintenance work.
  - 1. 2% if resultant quantity exceeds 5 sq. ft.
  - 2. Minimum, 5 sq. ft.
- B. Provide extra tile in above noted quantities for each color, tile, pattern and type employed on project.
- C. Clearly mark extra stock to identify:
  - 1. Manufacturer's name
  - 2. Product name
  - 3. Product color and pattern
- D. Package tile products neatly in original containers, to prevent damage.

#### 1.11 JOB CONDITIONS

- A. Environmental:
  - 1. Maintain temperature no lower than 50 degrees F and no higher than 100 degrees F during tile work and for seven (7) days after completion.
  - 2. Vent temporary heaters to outside to avoid carbon dioxide damage to new tile work.
  - 3. Provide adequate lighting for good grouting and clean up.
- B. Protection: Protect adjoining work surfaces before tile work begins

### PART 2 - PRODUCTS

#### 2.1 KINDS OF TILE

- A. All tile shall be of domestic manufacture, standard grade, meeting the requirements of recommended standard Specification for Ceramic Tile TCA 137.1-1980. All packages shall bear quality triangle of Tile Council of America, Inc.
- B. All porcelain as specified in Finish Schedule by Architect. Edges shall be plain or cushion as selected.

## 2.2 COLOR, PATTERNS, SIZES OF TILE AND GROUT SELECTIONS

- A. All colors of tile shall be as selected by the Architect from manufacturer's complete line of styles, patterns and colors. Refer to finish plans and schedule for products, colors and locations.
- B. TILES:
  - 1. *All exact tile styles and colors to be confirmed by architectural drawings in A-600's.*

## 2.3 TERMINAL EDGES

- B. Furnish and install Schluter Systems, Inc. L-Channel Top cap. Color and finish to be satin nickel or aluminum.
- C. Tile Edge Protection: Provide appropriate Schluter Systems, Inc. edge protection to transition between floor types when applicable. Submit samples for approval by Architect.
- D. Tile Expansion and Control Joints: Provide appropriate Schluter Systems, Inc., tile expansion and control joint profile when applicable. Submit samples for approval by Architect.
- E. Waterproofing Membrane System: Provide Schluter Systems, Inc or approved equal waterproof membrane in shower areas or other wet locations. Install per manufacturer's recommended instructions.
- F. Waterproofing & Crack Isolation Membrane: Provide Flextile Ltd, WP-980 waterproof membrane system in areas where large expanses of tile are installed. Install per manufacturer's recommended instructions.

## 2.4 MORTAR AND GROUTING MATERIALS

- A. All cement shall be Portland Cement conforming to ASTM Specifications C150, latest edition, type 1.
- B. All hydrated lime shall comply with ASTM Specifications C206 and C207, type S.
- C. All sand shall be clean, sharp, durable, fine natural aggregate, free from salt, loam, clay, soluble salts organic impurities, conforming to ASTM C144.
  - 1. Sand for floor setting beds shall be well graded, passing #8 sieve, not over 5% passing #100 mesh screen.
  - 2. Sand for grout shall pass #30 mesh sieve, not over 5% passing #100 mesh screen.
- D. Water shall be clean, free from injurious amount of oil, acid, soluble salts, organic impurities.

- E. Dry-set mortar - conform with ANSI A118.1, and be prepared under Tile Council Formula. Package shall bear quality triangle of Tile Council of American, Inc.
- F. Latex-Portland cement mortars to conform to ANSI A118.4.
- G. Organic adhesives to conform to ANSI A136.1.
- I. All materials shall be measured accurately by volume thoroughly mixed and placed within a reasonable time after mixing. Do not re-temper.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify existing condition are ready to receive work.
- B. Ensure substrates are clean, dimensionally stable, cured and free of contamination such as oil, sealers and curing compounds.
- C. Ensure concrete has been allowed to cure for a minimum of 28 days.
- D. Ensure that floor substrate is troweled to a fine broom finish.
- E. Notify architect in writing of unacceptable substrate conditions.

#### 3.2 SETTING METHODS

- A. All ceramic tile installation work shall be in accordance with latest recommendations of the Tile Council of America, Inc. and as indicated on drawings and specified herein. In case of conflict, the more stringent shall apply.
- B. Porcelain tile floors and walls shall be applied direct, using dry set mortar (thin set method).
- C. Average thickness of thin set mortar bed shall be 1/8" and shall not exceed 1/4".

#### 3.3 STANDARD FOR TILE WORK

- A. Except as otherwise specified, all details of tile setting and workmanship shall conform with the requirements of the "2003-2004 Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.

#### 3.4 TILE SETTING PROCEDURE

- A. A detailed inspection of all surfaces on which tile is to be placed shall be made. A report, in writing, of any defects found as a result of this inspection, shall be made to the Contractor, who shall immediately remedy such defects before the placing of the tile.
- B. All rooms or spaces in which tile floors are being laid, shall be closed to traffic or other work, and kept closed until the floors are completed and the tile firmly set.
- C. No tile shall be set on surfaces where other work is specified or shown to be embedded in the tile work until such work has been installed and approved.

- D. Tile work shall be laid out so as to avoid small cuts. All cuts shall be rubbed smooth and even.
- E. Replace All tile misfits with properly cut tile.
- F. No tile shall be placed or allowed to set in temperatures below 40 degrees F.

### 3.5 SETTING TILE

- A. Installation of the tile shall comply with standards previously specified and with ANSI 108.5.
- B. Clean surface of all dust, deleterious film and non-compatible matter, moisten well with water, allow no free water to remain on surface. Do not saturate.
- C. Spread specified setting mortar, screen to true plane at proper height, sloped to drains or level as indicated.
- D. Do not spread more setting mortar at one time than can be covered during same working period.
- E. Lay all tiles to straight edge, maintain uniform joint between tiles. All joints shall align in all directions.
- F. Press tile into still plastic mortar and beat to true surface, using approved tools.
- G. Provide expansion joints in locations and as required by recommendations of Tile Council of America, Inc.

### 3.6 GROUTING

- A. After removal of paper, grout all tile joints. Fill by screening or brushing specified grout until joints are full, avoiding air traps or voids.
- B. Pre-seal tiles requiring protection from grout staining.
- C. Tool all cushion edge joints to depth of cushion.
- D. Remove all surplus grout from tile, using diagonal strokes across joints. Check for gaps or air holes, filling same.

### 3.7 PROTECTION

- A. Immediately after initial set of grout, apply a coat of non-corrosive soap to all wall tile or cover it completely with heavy gauge plastic sheets, properly secured and joints well taped.
- B. Cover all tile floors with building paper with taped joints. Where necessary to truck over tile floors, General Contractor shall provide planking.
- C. Close all rooms to traffic for ten (10) days after grouting tile.

- D. Protect all finished work until the Architect authorizes the removal of protection.

3.8 CLEANING

- A. After grout has set, wash and rinse all tile work with sponge and clean water. Polish with dry cloth.
- B. Avoid the use of acid if possible. If absolutely necessary, obtain approval of Architect and use 10% muriatic solution and rinse thoroughly with clean water.
- C. All cleaning shall be done in such a manner as not to adversely affect mortar joints and finish of tile.

3.9 REPAIR AND REPLACEMENT

- A. Remove all broken tiles and replace with new tile. Provide adequate “back up” in base coat to prevent further cracking tile. Provide protection to replaced floor tile as specified.

END OF SECTION

**SECTION 09510 - ACOUSTICAL TREATMENT**

1.0 GENERAL

The drawings, Instructions to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions and Division 1 are included herein and govern work under this section.

1.1 DESCRIPTION OF WORK

- A. Extent of each type of acoustical ceiling is shown and scheduled on drawings.
  - 1. Refer to Room Finish Schedule, reflected ceiling plans and other pertinent details as indicated on drawings.
- B. Types of acoustical ceilings specified in this section include the following:
  - 1. 2' X 4' Acoustical panel ceilings, exposed suspension.

1.2 SEISMIC REQUIREMENTS

- A. Suspended ceiling grid systems shall provide all necessary components to comply with the New York State Seismic Design Criteria as dictated by the specific Seismic Design Category. This requirement includes suspension of all HVAC, lighting and any other ceiling installed items

1.3 QUALITY ASSURANCE

- A. Installer: Firm with not less than three years of successful experience in installation of acoustical ceilings similar to requirements for this project and which is acceptable to manufacturer of acoustical units, as shown by current written statement from manufacturer.
- B. All acoustical tile panels specified herein, shall have a flame spread rating of 25 or less when tested by an independent Testing Laboratory in accordance with ASTM E84-70.
- C. Manufacturer shall submit substantiating data as evidence of compliance.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's product specifications and installation instructions for each acoustical ceiling material required, and for each suspension system, including certified laboratory test reports and other data as required to show compliance with these specifications. Include manufacturer's recommendations for cleaning and refinishing acoustical units, including precautions against materials and methods which may be detrimental to finishes and acoustical performances.
- B. Samples: Set of 12" square samples for each acoustical unit required showing full range of exposed color and texture to be expected in completed work. Set of 12" long samples of each exposed runner and molding.
- C. Maintenance Stock: At time of completing installation, deliver stock of maintenance

material to Owner. Furnish full size units matching units installed, packaged with protective covering for storage, and identified with appropriate labels. Furnish amount equal to 2.0% of acoustical units and exposed suspension installed.

## 1.5 JOB CONDITIONS

Recommendations of the Acoustical Materials Association in their latest bulletin shall apply. Acoustical materials shall be installed under temperature and humidity conditions closely approximating those which will exist when the building is occupied. They should not be installed when buildings are damp and cold or dry and hot. Plastering, concrete and flooring shall be completed and then allowed to dry before the installation of acoustical tiles. All windows and doors shall be in place and glazed. Heating system should be installed and operating where necessary to maintain proper conditions before, during and after the acoustical ceiling installation. Concrete should be thoroughly dry.

## 2.0 PRODUCTS

### 2.1 CEILING UNITS

Type A:	Manufacturer:	USG or Armstrong equivalent.
	Product:	Radar Illusion Two/24 Panels
	Style:	2742
	Size:	2' x 4' (Scored 2' x 2')
	Edge:	SLT
	Color:	White
	Fire Rating:	Class A- Conforms with ASTM E-84

### 2.2 CEILING SUSPENSION MATERIALS

#### A. Exposed Tee Suspension System

1. System shall include all hangers, wire, carrying tees, cross tees, edge angles, clips and all other components to complete installation. Provide proper amount and proper type of "hold down" clips as required to prevent "uplift" and "shifting" of tiles.
2. Suspension system for type A ceiling tile shall be as manufactured by USG or equal as follows:
  - a. Grid to be 15/16" D x 24 x 48 (intermediate duty), Color #50 Flat White
  - b. Grid to be 15/16" D x 24 x 24 (intermediate duty), Color #50 Flat White
3. All lights in exposed grid suspension system shall be supported by the suspension



system. Diffusers, grilles, etc. shall be independently supported.

4. Main tees shall be sufficiently supported to carry load imposed, which shall include weight of lights. A minimum of four hangers per light shall be used and for lights over 4'-0" long, and additional two hangers for each additional 2'-0" of length shall be used.
5. Main tees and cross tees shall be made of fully zinc coated steel of gauges as previously noted. All connections of main tees, cross tee, perimeter mouldings, etc., shall be mechanically interlocked. All work shall be level, square and at proper height. Provide perimeter mouldings where ceiling abuts walls or partitions.
6. Hanger wire shall be No. 12 annealed galvanized wire, spaced not to exceed 4" o.c.
7. All ceiling suspension shall be supported from floor and roof construction above. Provide all supplementary framing as required to adequately support the suspended ceiling.

### 3.0 EXECUTION

#### 3.1 INSPECTION

Installer must examine conditions under which acoustical ceiling work is to be performed and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

#### 3.2 PREPARATION

- A. Coordination: Furnish layouts for inserts, clips, or other supports required to be installed by other trades for support of acoustical ceilings.
- B. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans wherever possible.

#### 3.3 INSTALLATION

- A. General: Install materials in accordance with manufacturer's printed instructions, and to comply with governing regulations, fire resistance rating requirements as indicated, and industry standards applicable to work.
- B. Installation - Lay-In Type
  1. Attach to carrying channels, at right angles, the tee bars or exposed grid at spacing determined by the tile size. Provide additional support to exposed grid carrying tees at recessed lights. (light to bear on tees). Ceiling diffusers to be supported independently by Heating Contractor. Provide tee bar splices as required.
  2. Ceiling contractor to coordinate his work with that of electrical and heating contractors to insure satisfactory installation of lights, diffusers and ceiling and with metal deck

- installer to assure proper placement of strap hangers. Frame around ceiling diffusers to support ceiling tile as required.
3. Furnish and install all accessories and items necessary for proper suspension.
  4. Acoustical ceiling tile shall be placed in an approved manner as recommended by the manufacturer.
  5. Lay out work to avoid small pieces at room perimeters. All damaged ceiling tile shall be replaced before final acceptance of structure and all acoustical installations shall be made by an acoustical contractor approved by the manufacturer of the acoustical materials as being thoroughly experienced in erection of acoustical materials.
  6. Anchorage and fastenings shall be secure and adequate for the use intended.
  7. Acoustical ceilings shall be erected in a rigid and secure manner, level with tight joints, free from wave, buckles and sags. All acoustical tile shall be properly supported.
  8. Cut and fit all acoustical units neatly and accurately against beams and walls and around pipes, electrical outlets and equipment so that flanges will cover units where cut.
  9. All joints shall be kept in proper alignment and parallel to walls, unless otherwise indicated.
  10. All finished ceiling areas shall be flat with not tile or edges of the tile protruding or recessed in relation to adjacent tile.
  11. Metal edge channels, fillers, mouldings, etc., shall be in as long pieces as possible and joints shall be neatly and as inconspicuously as possible. Trim shall be attached with approved concealed fastenings. All angles, corners and filler shall have mitered joints.
  12. Insert for support of suspended ceilings from slab above and for attachment of suspension wire shall be of type recommended by manufacturer and shall be of a type to support ceiling loads imposed.

#### 3.4 ADJUST AND CLEAN

- A. Replace damaged and broken panels.
- B. Upon completion, all exposed surfaces of factory finished acoustical work shall be cleaned and left in a condition entirely satisfactory to the Architect. Remove all debris, equipment and material from premises.

END OF SECTION

**SECTION 09650 –RESILIENT FLOORING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

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

**1.2 DESCRIPTION OF WORK:**

- A. Extent of vinyl plank, and rubber base drawings, schedules and in provisions of this section.

**1.3 RELATED WORK:**

- A. Cast-In-Place Concrete as specified in Division 3.
- B. Ceramic Tile is specified in another Division 9 section.
- C. Quarry Tile is specified in another Division 9 section.
- D. Carpet as specified in Division 9.

**1.4 QUALITY ASSURANCE:**

- A. All resilient flooring covered by this specification shall establish minimum standards for materials, finish, construction, design, function, and workmanship.
- B. Installer Qualifications:
  - 1. Minimum 3 years experience installing resilient floor covering materials.
  - 2. Demonstrated quality of workmanship:
    - a. Minimum number of installations - 5.
    - b. Age of installations: Maximum - 3 yrs.; minimum - 1 yr.

**1.5 SUBMITTALS:**

- A. Samples:
  - 1. Submit minimum of 3 samples of each type and color or pattern of resilient flooring and base materials as follows:
    - a. Rubber base: 2" length.
    - b. Vinyl Plank Flooring: 3"x6"
  - 2. Mark samples with name of Contractor, project identification, and area where materials are to be used.
- B. Maintenance Data and Instructions: Upon completion and prior to acceptance of work, furnish three (3) copies of a list of recommended maintenance products and recommended maintenance methods and procedures for each product specified.
- C. Maintenance Materials:
  - 1. Furnish additional floor covering materials for replacement and maintenance.
  - 2. Furnish materials of each size, color, pattern, and type of material included in work.
    - a. Rubber base: 20 linear feet where installed quantity is 200 linear feet or more.  
10 linear feet where installed quantity is less than 200 linear feet

- b. Plank vinyl: 5% overage

1.6 PRODUCT DELIVERY AND STORAGE:

- A. Deliver materials to project site in manufacturer's original, unopened containers with labels indicating brand names, colors and patterns, and quality designations legible and intact.
- B. Do not open containers or remove markings until materials are inspected and accepted.
- C. Store and protect accepted materials in accordance with manufacturer's directions and recommendations.
- D. Unless otherwise directed or recommended by manufacturer, store materials in original containers at not less than 70° F (21° C) for not less than 24 hours immediately before installation.

1.7 ENVIRONMENTAL REQUIREMENTS:

- A. Maintain a minimum temperature of 65° F in space to receive flooring and accessories for at least 48 hours before, during, and for not less than 48 hours after, installation.
- B. Maintain minimum temperature of 55° F after flooring is installed except as specified in Paragraph 1.7 A.
- C. Ventilation:
  - 1. Provide ventilation during and following adhesives applications.
  - 2. Use temporary air circulators in enclosed areas lacking natural ventilation.

1.8 WARRANTY

- A. Vinyl composition tile and vinyl plank flooring: 10 year limited warranty

PART 2 - PRODUCTS

2.1 MANUFACTURER: Products of the following manufacturers, subject to compliance with requirements, will be acceptable:

*\* See A-600's for all specified product information and coordinating base material.*

- A. Rubber Base:
  - Acceptable Manufacturers: Johnsonite  
Roppe  
Or equal
- B. Vinyl Tile & Plank
  - Acceptable Manufacturers: Interface  
Shaw Contract Group  
Tarkett  
Or Equal
- C. Architect to select from manufacturer's full line of styles and colors.

2.2 FLOOR COVERING MATERIALS:

- A. General:
  - 1. Uniform in thickness and size.
  - 2. Edges cut accurately and square.
  - 3. Uniform color with variations in variegated patterns kept to a minimum.
  - 4. Colors and/or patterns selected by Architect from manufacturer's standard.
  
- B. Tile Reducers and Feature Strips:
  - 1. Transition between vinyl composition tile and dissimilar materials: 1/8" thick x 1" wide, tile reducer as manufactured by Johnsonite Corporation or approved equivalent.
  - 2. Feature strips: 1/8" x 1" feature strips as manufactured by Johnsonite Corporation or approved equivalent.
  
- C. Vinyl Plank:
  - 1. 9"w x 39"l x 0.178" thick, see A-600's for exact product
  - 2. Characteristics:
    - a. ASTM E648, Critical Radiant Flux: Class I
    - b. ASTM E662, Smoke Density: <450
    - c. ASTM F970, Static Load Limit: 1500psi

### 2.3 BASE MATERIALS:

- A. General:
  - 1. Uniform in thickness.
  - 2. As long lengths as practicable to suit conditions of installation.
  - 3. Colors as selected by Architect from manufacturer's full range of styles and colors.
  
- B. Rubber Base:
  - 1. Straight base: 4 inch high, or height as indicated on drawings, 1/8 inch thickness, with 5/8 inch standard toe base.
  - 2. Factory premolded inside and outside corners: Match base materials.
  - 3. Equivalent to extruded ASTM F-1861 - Type TP, thermoplastic rubber base.
  - 4. Fire Hazard Classification:
    - a. Smoke developed (ASTM E-662): 450 or less.
    - b. Critical radiant flux (ASTM E-648): 0.45 watts/sq. cm. or more, Class I.

### 2.4 APPLICATION MATERIALS:

- A. Adhesive: Provide waterproof type and brands of adhesive as recommended by manufacturer of covering materials for conditions of installation.
  
- B. Cleaner: As recommended by floor covering manufacturer for particular type of flooring material.

### 2.5 FLOOR PATCH AND LEVELING MATERIALS:

- A. Floor Patch: Equivalent to Armstrong S-175 floor patch.
  
- B. Fill and Leveling: Equivalent to Armstrong S-180 latex underlayment, Ardex V-800.
  
- C. Liquid Underlayment: Equivalent to Crossfield Products Corp., A-81 underlayment. Use where fill or leveling exceeds more than 1/8 inch.

## PART 3 - EXECUTION

**3.1 INSPECTION OF SURFACES:**

- A. Examine substrate for excessive moisture content and unevenness which would prevent execution and quality of resilient flooring as specified. Notify Architect in writing of any defect in subfloor.
- B. Do not proceed with installation of flooring until defects have been corrected except where correction is indicated under "Preparation" in this section.

**3.2 PREPARATION:**

- A. Remove dirt, oil, grease, or other foreign matter from surfaces to receive floor covering materials.
- B. Fill cracks, as required, in subfloor with approved non-shrinking crack filler.
- C. Fill subfloor cracks, etc. Clean subfloor of grease or other dirt. Do not begin until work of other trades, including painting, has been completed.
- D. Construction contractor: Maintain rooms and subfloors at 70 degrees F. minimum for at least 48 hours before, during, and 48 hours after flooring operations.
- E. Use only experienced workmen. Lay tiles with even joints and with finished surfaces in true plane, smooth. Lay tiles square and symmetrical with room axis. Cut, fit, scribe to wall.
- F. Install protective edgings where flooring edges are exposed and where required to saddle difference of finished floor elevation between ceramic tile and resilient tile.
- G. Cement base firmly to walls using proper adhesive for surface to which it is to be applied. Scribe base accurately to trim.
- H. The floor shall be installed using manufacturers' recommended adhesives and in strict compliance with written installation specification.

**3.3 APPLICATION OF ADHESIVES:**

- A. Mix and apply adhesives in accordance with manufacturer's instructions.
- B. Provide safety precautions during mixing and applications as recommended by adhesive manufacturer.
- C. Apply uniformly over surfaces.
  - 1. Cover only that amount of area which can be covered by flooring material within recommended working time of adhesive.
  - 2. Remove any adhesive which dries or films over.
  - 3. Do not soil walls, bases, or adjacent areas with adhesives.
  - 4. Promptly remove any spillage.
  - 5. Use waterproof adhesive at all areas.
- D. Apply adhesives with notched trowel or other suitable tool.
- E. Clean trowel and rework notches as necessary to insure proper application of adhesive.

**3.4 INSTALLATION**

- A. Lay tile in center of space.
- B. Work toward perimeter.
- C. Do not lay tile less than 1/2 width of field tile except where accepted by Architect for irregularly shaped rooms or spaces.
- D. Cut border tile neatly and accurately to fit within 1/64 inch of abutting surfaces.
- E. Fit flooring material neatly and tightly into breaks and recesses, against bases, around pipes and penetrations, under saddles or thresholds, and around permanent cabinets and equipment.
- F. Lay tile parallel to room axis in straight courses with cross joints as directed; lay tile with grain or pattern running in direction between adjacent tile as directed.
- G. Roll tile thoroughly in both directions with a 100-lb. or heavier roller.
- H. Tile Reducers and Feature Strips: Install tile reducers or feature strips at all doorways or in areas where tile meets dissimilar materials. Set tile reducers or feature strips in mastic recommended by manufacturer with top of edging flush with top of tile.
- I. Provide patterns in arrangements as determined by Architect.

**3.5 INSTALLATION OF BASE:**

- A. General:
  - 1. Install base around perimeter of rooms or space where scheduled or indicated on drawings.
  - 2. Include furnishing and installing rubber base on exposed sub-base surfaces of cabinets and/or casework installed as part of work on project.
  - 3. Match edges at all seams.
  - 4. Install with tight butt joints with no joint widths greater than 1/64 inch.
- B. Top-Set Base:
  - 1. Apply adhesive and firmly adhere to wall surfaces.
  - 2. Press down so that bottom cove edge follows floor profile.
  - 3. Form internal corners by using premolded corners.
  - 4. Form external corners by using premolded corners.
  - 5. Scribe base accurately to abutting materials.
  - 6. Provide flat toeless base where carpeting is scheduled.
    - 4. If wood subfloor, wood floors must be double construction with a minimum thickness of 1". Top layer of wood must be Underlayment Grade Plywood.
    - 5. Adhere sheet vinyl flooring with manufacturer's recommended adhesive.
    - 6. Heat welded seams: Underscribe seams. Rout seams with hand router or and electric router. Heat weld with matching vinyl welding thread.

**3.6 FINISHING AND CLEANING:**

- A. Upon completion of installation of floor covering, adjacent work, and after materials have set, clean surfaces with a neutral cleaner as recommended by manufacturer for type of floor covering material installed.

- B. Leave surfaces clean, ready to receive wax application by Owner.
- C. Protect completed work from traffic and damage until acceptance by Owner.

END OF SECTION



**SECTION 09900 - PAINTING**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The drawings, Instructions to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions and Division 1 are included herein and govern work under this section.

**1.2 DESCRIPTION OF WORK**

- A. Extent of painting work is shown on drawings and schedules, and as herein specified.
- B. The work includes painting and finishing of interior exposed items and surfaces throughout the project, except as otherwise indicated.
  - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Paint exposed surfaces whether or not colors are designated in "schedules", except where natural finish of material is specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Architect will select these from colors available for materials systems specified.
- E. Paint in accordance with Room Finish Schedule, all drywall, wood trim and base.
- F. Paint all exposed surfaces that are shop or job primed under other sections of the specifications. Touch-up all primed surfaces where prime coat has been marred or damaged.
- G. Finish all architectural woodwork, millwork, including counters and all other millwork items that cannot be completely prefinished at the factory.
- H. Paint all hollow metal doors, frames and other hollow metal work of a ferrous material.
- I. Back prime all wood trim.

**1.3 FOLLOWING CATEGORIES OF WORK ARE NOT INCLUDED AS PART OF FIELD-APPLIED FINISH WORK, OR ARE INCLUDED IN OTHER SECTIONS OF THE SPECIFICATIONS.**

- A. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated components such as architectural work, and similar items. Also, for fabricated or factory-built mechanical and electrical equipment or accessories.
- B. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) architectural woodwork and casework, finished mechanical and electrical equipment, including light fixtures, distribution cabinets, doors and equipment.

- C. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas.
- D. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting, unless otherwise indicated.
- E. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinks, sensing devices, motor and fan shafts will not require finish painting unless otherwise indicated.
- F. Do not paint over any code-required labels, such as underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.

#### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Samples: Submit samples for Consulting Officer's review of color and texture only. Provide a listing of material and application for each coat of each finished sample.
  - 1. On 12" x 12" hardboard, provide two samples of each color and materials, with texture to simulate actual conditions. Resubmit samples as requested by the Architect until acceptable sheen, color and texture is achieved.
  - 2. On actual wood surfaces, provide two 4" x 8" samples of natural and stained wood finish. Label and identify each as to location and application.

#### 1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers, bearing manufacturer's name and label, and following information:
  - 1. Name or title of material
  - 2. Manufacturer's stock number and date of manufacturer
  - 3. Manufacturer's name
  - 4. Contents of volume, for major pigment and vehicle constituents.
  - 5. Thinning instructions
  - 6. Application instructions
  - 7. Color name and number
- B. Storage of materials: Store and mix all materials only in such rooms as may be assigned for this purpose. Take all necessary precautions in storage of painting materials and implements to prevent fire.
  - 1. Provide galvanized iron pans of suitable size in which all mixing pails must be placed. No mixing shall be done outside of these pans. Pay for repairs for all damage caused by mixing or spillage.
  - 2. Remove all oily rags and waste each night after being placed in a covered metal receptacle during the day.

#### 1.6 JOB CONDITIONS

- A. Before commencing painting, make certain that surfaces to be coated are in perfect condition

to receive the coating by being clean, dry, smooth, and at the proper temperature. No materials shall be applied if and when unfavorable atmospheric conditions prevail which could adversely affect the drying, appearance, color or adhesion of the materials. If surface, atmospheric, or other conditions to be improper for paint or finishing are found, report such conditions to the Architect at once and do not proceed until the situation is corrected. Commencement of work in any given areas shall be construed to mean acceptance of such areas by the Contractor.

- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist or when relative humidity exceeds 85% or surfaces are damp or wet unless otherwise permitted by paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.
- E. Material List and Maintenance Instructions: Furnish triplicate (3) copies of a complete list of materials being used, including type, brand and color used for painting and finishing each room and portion of building, interior and exterior. Include instructions for proper maintenance.

## PART 2 - PRODUCTS

### 2.1 COLORS AND FINISHES

- A. Prior to beginning work, Architect will select colors for surfaces to be painted.
  - 1. Use representative colors when preparing samples for review.
  - 2. Final acceptance of colors will be from samples applied on the job.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
  - 1. Lead content in pigment, if any, is limited to contain not more than 0.5% lead, as lead metal based on the total non-volatile (dry-film) of paint by weight.
- C. Paint Coordination: provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

### 2.2 MATERIAL QUALITY

- A. Provide best quality grade of various types of coating as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

**2.3 MANUFACTURERS**

- A. Use the same brand of each respective material throughout the job.
- B. Primers and undercoats shall be those made by manufacturers of respective finish coats.
- C. The following manufacturer's first line products are approved for use on this project:
  - 1. Sherwin Williams
- D. Galvanized surface pre-treatment shall be manufactured by American Chemical Paint Company of Nielson Chemical Company.

**2.4 STANDARD MATERIALS**

- A. Comply with requirements of latest editions of these standard specifications for the following materials, whether used directly or as ingredients of factory prepared products:
  - 1. Raw Linseed Oil - ASTM A-234
  - 2. Boiled Linseed Oil - ASTM D-260
  - 3. Liquid Drier - Federal Spec. TT-D-651
  - 4. White Shellac - Federal Spec. TT-V-91a
  - 5. Turpentine - ASTM D-13
  - 2. Mineral Spirits - ASTM D-235
  - 3. Interior Wood Filler - Federal Spec. TT-F-336
  - 4. Pigments-in-Oil - Federal Spec. FF-P-381

**2.5 PAINTING MATERIALS**

- A. All basic materials entering the compounding and manufacture of paints and other finishing materials specified, shall be of the best quality products of recognized manufacturers, subject to approval of the Architect. Reference to ASTM or Federal Specifications to establish a testing basis for requirements of quality.
- B. Coloring materials shall be pure tint colors, and of the highest grade of tinting strength and fineness obtainable. Coloring materials shall be composed of ingredients that will mix with the various coatings specified without impairing the ultimate result for which coatings are selected.
- C. All materials shall be delivered in original unopened containers, each container bearing the brand and maker's name, completely identifying the contents, including formula, and given directions for its proper use.
- D. All materials shall be used without thinning, unless otherwise specified or approved by the Architect. If any material is thus thinned, use only the thinner recommended by paint manufacturer.

**2.6 TYPES OF FINISHES**

- A. Provide the following systems for various substrates, as indicated. Unless otherwise noted, all materials specified are the products of Sherwin Williams. The specifying of the products of one manufacturer is intended to indicate the type of product desired and equivalent products of approved manufacturers such as Benjamin Moore will be accepted, subject to conformance with specifications.

1. Gypsum Board Systems
  - a. Interior Drywall Walls
    - 1) Primer - Sherwin Williams Prep Right Primer B28W200
    - 2) 2nd Coat – Sherwin Williams Promar 400 Latex Eggshell B20W400 Series
    - 3) 3rd Coat – Sherwin Williams Promar 400 Latex Eggshell B20W400 Series

See Finish Schedule

- b. Drywall Ceilings
  - 1) Primer – Sherwin Williams Prep Right Primer B28W200
  - 2) 2nd Coat– Sherwin Williams Latex Flat Ceiling White
  - 3) 3rd Coat – Sherwin Williams Latex Flat Ceiling White

See finish schedule for colors and locations.

- B. Paint **all** metal primed and unprimed surfaces as follows:
    1. Metal Doors and Frames and Other Factory Primed Metal Work
      - a. 1<sup>st</sup> Coat - oil primer undercoat
      - b. 2<sup>nd</sup> Coat - semi-gloss latex.
      - c. 3<sup>rd</sup> Coat – semi-gloss latex.
- Color to be selected by Architect. See written finish schedule.

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
- B. Starting of paint work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

#### 3.2 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified for each particular substrate condition.
  1. Remove hardware, hardware accessories, machine surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of paint of each space or area, reinstall removed items.
  2. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so the contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

- B. Cementitious materials: Prepare cement plaster to be painted by removing efflorescence, chalk, dust, dirt, grease, oils and by roughening as required to remove glaze.
- C. Wood: Clean wood surfaces to be painted of dirt, oil or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finish surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
  - 1. Prime, stain or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides and backsides of wood including cabinets, counters, cases and paneling.
  - 2. When transparent finish is required, use spar varnish for back-priming.
- D. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
  - 1. Touch up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch up with same type shop primer.
- E. Galvanized Surfaces: Clean free of oil and surface contaminants with nonpetroleum based solvent.

### 3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

### 3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
  - 1. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to assure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
  - 3. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
  - 4. Finish exterior and interior doors on tops, bottoms and side edges same as exterior or interior faces, unless otherwise indicated.
  - 5. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.

- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for paint as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- D. Wherever a door is cut or planed, the surfaces affected must be immediately primed with a primer sealer.

### 3.5 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing and repainting, as acceptable to Architect.
  - 1. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
  - 2. At the completion of the work of other trades, touch up and restore all damaged or defaced painted surfaces.
- C. Provide five gallons of each color and type of paint to the owner upon completion of all work.

### 3.6 GUARANTEE

- A. This subcontractor shall guarantee all work under this Section of the Contract for one year after the date of acceptance against blistering, checking, alligating and other defects attributing to faulty surface preparation, materials or workmanship. Re-finish all defective areas as directed.

END OF SECTION

**SECTION 10210 -MISCELLANEOUS SPECIALTIES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

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

**1.2 SUMMARY:**

- A. Extent of miscellaneous specialties is indicated on drawings and in provisions of this section.
- B. Provide necessary fastenings, accessories required to make installation complete.
- C. Ceiling mounted curtain track & carriers.

**1.3 QUALITY ASSURANCE:**

- A. All miscellaneous specialties covered by this specification shall establish minimum standards for materials, hardware, finish, construction, design, function, and workmanship.
- B. Manufacturer's Qualifications: Regularly engaged in manufacture of materials and products encountered.
- C. Installer Qualifications:
  - 1. Experienced personnel actively engaged in type of work encountered.
  - 2. Approved by and acceptable to product manufacturer.

**1.4 SUBMITTALS:**

- A. Shop Drawings:
  - 1. Submit in accordance with contract conditions.
  - 2. Indicate:
    - a. Types of materials, weights, thickness and/or gauges.
    - b. Sizes of individual components and assemblies.
    - c. Fabrication construction details indicating joints, fasteners, accessories, and similar items.
    - d. Detail drawings: Mounting details with the appropriate fasteners for specified project substrates.
    - e. Fabric samples: swatch card of fabrics illustrating fabric color and weave.
    - f. Samples: Verification samples of cubicle track, 4" in length. Complete with (1) carrier as specified and stop.
    - g. Manufacturer's standard installation instructions.
- B. Manufacturer's Literature: Recommended installation and maintenance procedures.
- C. Certificates:
  - 1. Manufacturer's certificate that materials meet specification requirements.
  - 2. Manufacturer's care instructions for each curtain.

**1.5 PRODUCT DELIVERY, HANDLING AND STORAGE:**

- A. Deliver materials in unopened factory packing to the job-site.



- B. Inspect materials at delivery to assure that specified products have been received.
- C. Protect materials against damage and defacement in handling and storage. Conform to manufacturer's instructions for handling and storing materials.
- D. Store materials so as to prevent damage from construction operations and equipment.
- E. Remove damaged and/or defaced materials from project site, replace with acceptable materials.

1.6 COORDINATION:

- A. Coordinate installation with work of other trades.
- B. Advise appropriate trade pertaining to blocking required to properly anchor and support materials included herein.
  - 1. It is required that required blocking be installed prior to installation of gypsum wallboard walls.

1.7 WARRANTY

- A. Manufacturer's standard warranty against manufacturer's defects.

PART 2 - PRODUCTS

2.1 CUBICLE TRACKS & CURTAINS:

- A. Subject to compliance with the requirements listed, provide cubicle track and carriers from the following manufacturer:
  - 1. C/S cubicle curtains, a division of Construction Specialities, Inc.  
3 Werner Way  
Lebanon, NJ 08833  
P: (908) 849-4000 / F: (908) 849-4398  
[CCInfo@c-sgroup.com](mailto:CCInfo@c-sgroup.com)  
[www.c-sgroup.com](http://www.c-sgroup.com)
  - 2. Substitutions: Alternative manufacturers will not be accepted.
  - 3. Cubicle tracks: C/S Cubicle curtains #6062N surface-mounted tracks of heavy extruded aluminum alloy 6063-T4, 1-3/8" x 3/4", slotted to receive roller carriers, complete with accessories and components required for complete and secure installations including splices, end caps and corner bends. Corner bends up to 36" radius are to be fabricated in one continuous "L" shape. Radiuses above 36" to be continuous or spliced based on room condition. Finish – clear anodized aluminum
  - 4. Carriers: C/S Cubicle curtains 1062N, virgin nylon axle with nylon wheels complete with nickel-plated brass bead chain and hook assembly. Provide one carrier for each 6" of cubicle curtain width.
  - 5. Curtains: Provide curtains for all cubicle tracks with all accessories for a complete installation.
    - 1. Cubical 1: Exact style and color specified in A-600's
    - b. Style: Open mesh cloth top.
    - c. Curtains are flame retardant and conform to requirements of NFPA 701.
    - d. ASTM E-84 smoke developed, 450 or less.

- e. Cubicle curtain and mesh cloth color(s). Submit Manufacturer's complete color swatches to Architect for approval.
- B. FABRICATION:
- 1. Cubicle Curtain
    - a. Curtain width: Manufacturer's curtain of one piece, sized 10% wider than track length but no less than 1foot extra fullness.
    - b. Curtain height: Bottom of cubicle curtain to hang 12" – 14" above floor.
    - c. Curtain Header: Manufacture with open mesh cloth, to the same width as the curtain fabric. Include 4 ounce nickel-plated grommets, 6" on center for carriers.
    - d. Seams: Bottom hem shall be double-fold and 1 ¼" wide. Curtains shall be seamless if possible or lock stitch seams in 2 row. Turn seam edges and lock stitch. Sewing thread to be triple-ply twisted nylon.

**PART 3 - EXECUTION**

**3.1 INSPECTION:**

- A. Assure That:
- 1. Work of other trades has been completed.
  - 2. Application of final finishes on work of other trades has been completed.
  - 3. Do not start work until all conditions are acceptable.

**3.2 INSTALLATION:**

- A. Install materials in accordance with approved shop drawings and manufacturer's instructions.
- 1. Install in locations as indicated on drawings or as directed by Architect.
  - 2. Locate cubicle curtain track as indicated on approved detail drawing and in compliance with manufacturer's installation instructions.
  - 3. Install cubicle track system according to manufacturer's recommended instructions to ensure smooth operation of carriers.

**3.3 CLEANING:**

- A. Remove debris caused by reason of work required herein and legally dispose of away from site.

**3.4 WARRANTY:**

- A. Provide manufacturer's warranty to Owner upon completion.

**END OF SECTION**

**SECTION 10522 - FIRE EXTINGUISHERS, CABINETS AND ACCESSORIES**

1.0 GENERAL

1.0 RELATED DOCUMENTS

The drawings, Instructions to Bidders, Form of Proposal, General Conditions, Supplementary General Conditions and Division 1 are included herein and govern work under this section.

1.1 DESCRIPTION OF WORK

- A. Extent of fire extinguishers, cabinets and accessories is indicated on drawings.
- B. Definition: "Fire extinguishers" as used in this section refers to units which can be hand-carried as opposed to those which are equipped with wheels or to fixed fire extinguishing systems.
- C. Types of products required include:
  - 1. Fire extinguishers
  - 2. Mounting brackets

1.2 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain products in this section from one manufacturer.
- B. UL-Listed Products: Provide new portable fire extinguishers which are listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.
- C. FM Listed Products: Provide new portable fire extinguishers which are approved by Factory Mutual Research Corporation for type, rating, and classification of extinguisher indicated and carry appropriate FM marking.

1.3 SUBMITTALS

Product Data: Submit product data for each type of product included in this section. For fire extinguisher cabinets include roughing-in dimensions and details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type and materials, trim style and door construction, and panel style and materials.

1.4 CLOSEOUT SUBMITTALS

- A. Upon completion of the Work of this Section, Contractor shall submit to the Architect/Engineer, all required closeout documents.
- B. Contractor shall submit a marked-up set of drawings indicating any changes made during

construction to the Architect/Engineer.

- C. Upon completion, submit to the Architect/Engineer, a Contractor's Affidavit of Payment of Debts and Claims, and Release of Liens.
- D. Refer to General Conditions for additional requirements.

## 2.0 PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

Manufacturer: Subject to compliance with requirement, provide products of one of the following:

- A. J.L. Industries
- B. Larsen's Manufacturing Company

### 2.2 FIRE EXTINGUISHERS

- A. General: Provide fire extinguishers for each extinguisher cabinet and other locations indicated, in colors and finishes selected by Architect from manufacturer's standard which comply with requirements of governing authorities.
  - 1. Fill and service extinguishers to comply with requirements of governing authorities and manufacturer's requirement.
  - 2. Abbreviations indicated below to identify extinguisher types related to UL classification and rating system and not, necessarily to type and amount of extinguishing material contained in extinguisher.
- B. Multi-Purpose Dry Chemical Type: UL-rated 4-A:60-B:C, 10 lb. nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.

### 2.3 MOUNTING BRACKETS

- A. Provide manufacturer's standard brackets designed to prevent accidental dislodgement of extinguisher, of sizes required for type and capacity of extinguisher indicated, in manufacturer's standard plated finish.
  - 1. Provide brackets for extinguishers not located in cabinets.
  - 2. B-2 wall bracket by Larsen's to be used as a standard.

## 3.0 EXECUTION

### 3.1 INSTALLATION

- A. Install items included in this section in locations and at mounting heights indicated, or if not indicated, at heights to comply with applicable regulations of governing authorities.
  - 1. Securely fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.
  - 2. Install fire extinguishers 3'-6" from finish floor to top of extinguisher.

3.2 IDENTIFICATION

- A. Identify bracket-mounted extinguishers with red letter decals spelling "FIRE EXTINGUISHER" applied to wall surface. Letter size, style and location as selected by Architect.

END OF SECTION

**SECTION 10540 - SPECIALTY SIGNS**

1.0 GENERAL

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

1.1 DESCRIPTION OF WORK

- A. Extent of specialty signs is shown on drawings or as provided by Owner.
  - 1. Furnish all material and labor necessary to fabricate and install signage.
- B. Specialty signs include the following:
  - 1. Room identification system.
  - 2. All necessary signage to receive Certificate of Occupancy.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for each type of sign required.
- B. Submit signage schedule in manufacturer's format for verification of text/copy.
- C. Samples: Submit samples of each color and finish of exposed materials and accessories required for specialty signs. Architect's review of samples will be for color and texture only. When requested, furnish full-size samples of specialty sign materials.
- D. Shop Drawings: Submit shop drawings for fabrication and erection of specialty signs. Include plans, elevations and large scale details of sign wording and lettering layout. Show anchorages and accessory items. Furnish location template drawings for items supported or anchored to permanent construction.

1.3 QUALIFICATIONS

- A. Manufacturer specializing in fabricating the products specified with a minimum of 5 years experience. Obtain signs from one source and a single manufacturer.

2.0 PRODUCTS

2.1 IDENTIFICATION SYSTEMS

- A. Manufacturer: Provide interior signs as manufactured by one of the following:
  - 1. Architectural Graphics
  - 2. Take Form
  - 3. Mid-Michigan Stamps and Signs, Inc.
  - 4. Adapt Take Form Graphics

2.2 SIGN STANDARDS

- A. Type Style: As selected by Owner. Copy shall be true, clean, accurate reproduction of typeface(s). Upper and lower case as indicated by Owner. Letter spacing to be normal and interline spacing shall be set by manufacturer.
- B. Arrows, symbols and logo art: To be provided as in style, sizes colors, and spacing as requested by Owner and/or shown on drawings.
- C. Braille: Grade II perfectly round, clear Braille beads. Tactile requirements in adherence to ADA Specifications.
- D. Color and Finishes:
  - 1. Submit complete color samples to Architect for approval
  - 2. Finishes to meet current federal ADA and state requirements.
- E. Room Identification: Surface mount signs of type indicated, adjacent to doors on latch side.
- F. Plastic Sign Plates: Plastic signs consist of 1/16" matte acrylic that is engraved through the exposed ply of the plastic laminate sheet to expose the contrasting core ply laminated to a base of 1/8" opaque acrylic.
- G. Mounting of Signs: per manufacturer's installation instructions. Installation locations shall be in accordance with ADA specifications.
- H. Room numbering to be coordinated between signage provider and owner.
- I. All signs, including work station and room ID's shall have a matching appearance and constructed utilizing the same manufacturing process to assure a consistent look throughout.

### 3.0 EXECUTION

#### 3.1 INSTALLATION

- A. Installer shall examine signs with Contractor for defects, damage and compliance with specifications. Installation shall not proceed until unsatisfactory conditions are corrected.
- B. Install sign units and components at locations shown securely mounted with concealed theft-resistant fasteners, unless otherwise indicated. Attach signs to substrates in accordance with manufacturer's instructions.
- C. Install level, plumb, and at proper height. Cooperate with other trades for installation of sign units to finish surfaces. Repair or replace damaged units as directed by Architect.
- D. Installation locations shall be in accordance with ADA specifications.
- E. Location of Signs
  - 1. All Doors and Rooms - Names to be provided by Owner.

3.3 DELIVERY AND STORAGE

- A. Package and prevent damage or deterioration during shipment, handling, storage and installation. Products should remain in original packaging until removal is necessary.

3.4 WARRANTY

- A. Provide manufacturer's warranty against defect in materials or workmanship for a minimum of one (1) year.

END OF SECTION