

PROJECT MANUAL

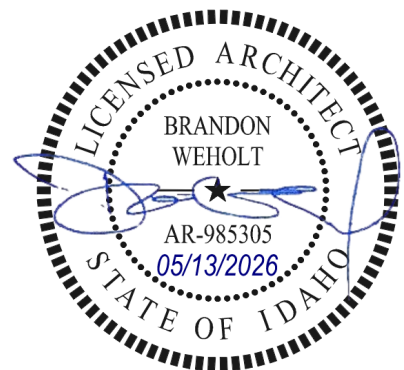
FOR

BLISS SCHOOLS

FACILITY IMPROVEMENTS

OWNER

BLISS SCHOOL DISTRICT NO. 234
601 US HWY 30
BLISS, IDAHO 83314



DESIGN WEST ARCHITECTS, P.A.

216 SW 5th Avenue
Meridian, ID 83642
(208) 888-1768

Brandon Weholt, Project Architect
DWA Project No: 26007

Date: 05/13/2026
BID SPEC

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Advertisement for Bids

Bliss School Building Facility Improvements

Bliss School District No. 234 – Bliss, Idaho

NOTICE TO CONTRACTORS

Bliss School District #234 will receive sealed bids for the Bliss School Facility Improvement Project until 4:00 p.m. June 3, 2026, at the Administrative Office of the Bliss School District #234 located at 601 E US Hwy 30, Bliss, Idaho and then publicly opened.

Bids must be sent or delivered to the above address on or before the above-listed date and time to be accepted. The outside of the bid envelope should clearly indicate

“SEALED BID ENCLOSED: BLISS SCHOOL FACILITY IMPROVEMENT PROJECT”

BID STRUCTURE

The base bid shall include lower window replacement. Additional scope items will be bid as alternates to maintain the project scope.

PROJECT DOCUMENTS

Project Documents, including drawings, specifications, and bidding requirements, shall be available electronically through the District at www.bliss234.org. Bidders are responsible for obtaining complete bidding documents and reviewing all requirements prior to submitting a bid.

Prospective bidders may contact the District to request access to project documents and any issued addenda. If hard copies are made available, the cost of reproduction, if any, shall be the responsibility of the bidder and shall be non-refundable.

SITE VISITS

On-site inspection of the existing building and conditions may be scheduled by appointment with the School District Office by calling 208-352-4445.

A pre-bid meeting may be held at the discretion of the District. If scheduled, the date, time, and location will be communicated by addendum or District posting.

CONTRACTOR REQUIREMENTS

A current State of Idaho Public Works Contractor’s License is required to bid on this work. Bid proposals will be accepted only from contractors who prior to the bid opening, hold the appropriate current license to perform public works contracting in the State of Idaho.

All work shall be performed in accordance with Title 54, Chapter 19, Idaho Code, governing Public Works Contracts. Each bidder shall identify its Idaho Public Works Contractor license number on the Bid Proposal Form.

Bid security in the amount of five percent (5%) of the total bid amount, including any add alternates, shall accompany each bid.

The successful bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each in the amount equal to one hundred percent (100%) of the contract amount, within five (5) days after receipt of the Agreement between Owner and Contractor, or within such time as stated in the bidding documents.

Owner Rights and Bid Withdrawal

The Bliss School District reserves the right to reject any or all bids, to waive irregularities or informalities in the bidding, and to accept the bid deemed to be in the best interest of the School District.

No bidder may withdraw its bid after the hour set for opening thereof, or before award of Contract, unless award is delayed for a period exceeding thirty (30) days.

Funding and Compliance

Bidders shall comply with all applicable federal, state, and local laws, rules and regulations. If the project is financed in whole or in part with funds that impose additional conditions, those requirements shall apply as set for in the bidding documents and contract documents.

DAVIS-BACON PREVAILING WAGE REQUIREMENTS

This project is subject to the Davis-Bacon Act. The successful contractor and all subcontractors must pay laborers and mechanics no less than the applicable U.S. Department of Labor prevailing wage rates and fringe benefits for this project, as listed in the wage determination included in the bid/contract documents, and must submit required certified payrolls and comply with all federal labor standards.

AIA[®] Document A701[®] – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

Bliss Schools - Facility Improvements

THE OWNER:

(Name, legal status, address, and other information)

Bliss Joint School District No. 234
601 US Hwy 30
Bliss, Idaho 83314

THE ARCHITECT:

(Name, legal status, address, and other information)

Design West Architects, P.A.
216 SW 5th Avenue, Suite 100
Meridian, Idaho 83642

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ADDITIONS AND DELETIONS:

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bidder complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.
- .7 On-site inspection of the existing building and conditions may be scheduled by appointment with the School District Office by calling 208-352-4445.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

Visit www.bliss234.org

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

Email designwest@designwestid.com

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

§ 3.2.4 This job is to bid based on these drawings and project manual only. Any changes in materials, procedures, workmanship, etc. that has been allowed on other jobs out of the office of Design West Architects have no bearing on this job—Bid plans and specifications only.

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

§ 3.3.2.4 The "proposer" shall be a representative of the manufacturer and shall have the authority to commit the manufacturer to the conditions set forth in the substitution request as outlined regardless of the supplier or installing contractor that are the successful bidders.

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

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

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

§ 3.3.6 Bidder represents that the proposed substitution has been submitted to the required governing authorities and approval has been received from them for the proposed substitution.

§ 3.4 Addenda

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

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

Visit www.bliss234.org

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

To be considered, proposals must be accompanied by an acceptable security, in an amount not less than five (5) percent of the total amount of the bid. The security may be in the form of a bond, certified check or cashier's check.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 30 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.2.4.1 The successful bidder who fails to sign the contract for the work and **furnish the required bonds within 5 days** after receipt of properly prepared Owner/Contractor Agreement, shall forfeit his security deposit. The owner may then award the contract to the next lowest bidder, in which event any excess of the lowest bidder's security over the difference between the lowest and next lowest bids will be returned to the lowest bidder or, if a bidder's bond is used, to the surety. If, upon a forfeiture by the lowest bidder, the owner does not award the contract to the next lowest bidder, the security will be applied toward **the planning and bid invitation costs**.

§ 4.3 Submission of Bids

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

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

Paper copies in sealed envelope.

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

BIDS ENCLOSED FOR:

BLISS SCHOOL FACILITY IMPROVEMENT PROJECT

§ 4.3.2.1 Bidder is to acknowledge the receipt of each addendum individually on the Bid Proposal Form by both the number of the addendum **and** the date of the addendum.

§ 4.3.2.2 Bidder is to initial each page of the bid form in the space provided

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

§ 5.4 Public Works Contractors License

§ 5.4.1 This Public Works project is not financed in whole or in part by Federal Aid Funds. Bid Proposals will be accepted from those contractors only (prime contractors, subcontractors, and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

§ 5.5 Employment Practices

§ 5.5.1 Bids shall be based on the provisions of Section 44-1001 and 44-1002 of the Idaho Code dealing with labor preference.

§ 5.6 Naming of Subcontractors

§ 5.6.1 Section 67-2310, Idaho Code, requires general (prime) contractors to include in their bid the name of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, heating and air conditioning, and electrical work under the general (prime) contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess, at the time of bid, an appropriate license or certificate of

competency issued by the State of Idaho covering the contractor work classification in which the subcontractor is named.

The Owner interprets this law to mean three separate areas of work, 1) plumbing work, 2) heating and air conditioning work, and 3) electrical work. The Owner also interprets this to mean the entity that will perform the work at the site, regardless of contractual relationship whether a subcontractor, a sub-subcontractor, or the prime contractor submitting the bid.

With regard to possessing an appropriate license or certificate of competency all subcontractors listed by the general (prime) contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractors license or electrical contractors license, respectively, as issued by the Idaho Department of Labor and Industrial Services.

In determining if the above listed subcontractors are required on the project, the Owner will refer to the plans and specifications. If doubt exists in determining if the above listed subcontractors are required on the project, the architect who prepared the plans and specifications will be requested to make the determination. If plumbing, heating and air conditioning or electrical work is not shown on the plans and specifications, but is discovered by the bidder subsequent to the date of bid opening, then the bidder must request clarification from the architect/engineer. Absent such clarification, work will be considered incidental and naming of a subcontractor will not be required.

§ 5.6.2 Pursuant to Idaho State Fire Marshall Fire Sprinkler Regulations No. G.2 (49), the license numbers of the subcontractor who will perform the work must be listed on the Bid Proposal Form.

§ 5.7 Idaho Domiciled Contractors

§ 5.7.1 Section 67-2348, Idaho Code, requires the Division of Public Works to apply a preference in determining which contractor submitted the lowest responsible bid. If the contractor who submitted the lowest dollar bid is domiciled in a state which has preference law which penalizes Idaho domiciled contractors then the Division of Public Works must apply preference. The preference that will be applied is the preference law of the domiciliary state of the contractor who submitted the lowest dollar bid.

Generally speaking, a contractor's domiciliary state is the state in which the contractor's home office is located. If federal funds are involved in the project then no preference will be used.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

§ 7.1.1.1 In conformance to Idaho Code 54-1926, a performance and labor and material payment bond is required for this project; in the amount of 100% of the contract amount, and by a surety company authorized to do business in the State of Idaho.

The bond may be single performance bond and single labor and material payment bond on AIA Document A312, 1984 edition, each in the amount of 100% of the contract amount.

Should the contractor elect to furnish both bonds separately, any claimant may file against either bond or both to the limit of each. Should claims against either type of bond exceed the limit of the bond, the other bond shall be considered supplementary to it to provide coverage to 100% of the contract amount.

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than five (5) days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

(Paragraphs deleted)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .5 Drawings

Number	Title	Date
A1.00	Cover Sheet	05/13/2026
A3.30	Floor Plans & Elevations	05/13/2026
A6.00	Door & Window Types	05/13/2026

- .6 Specifications

Section	Title	Date	Pages
00 00 10	Advertisement for Bid	05/13/2026	2
A701	Instructions to Bidders	05/13/2026	10
00 03 00	Bid Proposal Form	05/13/2026	3
00 05 00	Agreement Form	05/13/2026	1
A201	General Conditions	05/13/2026	46
Form	WH-347 Payroll Form	05/13/2026	2
Document	WH-347 Payroll Form Instructions	05/13/2026	5
Document	Davis Bacon Wage Determinations	05/13/2026	5
Document	Davis Bacon Poster (English)	05/13/2026	1
Document	Davis Bacon Poster (Spanish)	05/13/2026	1
Form	Public Works Contract Report	05/13/2026	2
Form	Contractor's Affidavit Concerning Taxes	05/13/2026	1
Form	EPA Notification of Demolition and Renovation	05/13/2026	2
01 11 00	Summary of Work	05/13/2026	2
01 11 90	Contract Considerations	05/13/2026	1
01 13 90	Coordination and Meetings	05/13/2026	4
01 23 00	Bid Alternates	05/13/2026	1
01 33 00	Submittal Procedures	05/13/2026	4
Form	Submittal Form	05/13/2026	1
01 45 00	Quality Control	05/13/2026	3
01 50 00	Construction Facilities and Temporary Controls	05/13/2026	4
01 60 00	Product Requirements	05/13/2026	2
Form	Substitution Request Form	05/13/2026	1
01 65 00	Starting of Systems	05/13/2026	2
01 70 00	Contract Closeout	05/13/2026	5
Form	Operation and Maintenance Instructions	05/13/2026	1
Form	Receipt of Extra Stock Items	05/13/2026	1
01 80 00	Keynote System	05/13/2026	1
02 41 16	Structure Demolition	05/13/2026	3
06 10 00	Rough Carpentry	05/13/2026	6
07 42 00	Laminated Metal Faced Panels	05/13/2026	3
07 62 00	Sheet Metal Flashing and Trim	05/13/2026	5
07 92 00	Joint Sealants	05/13/2026	5
08 11 13	Hollow Metal Doors and Frames	05/13/2026	4
08 41 13	Aluminum Framed Entrances and Storefronts	05/13/2026	5
08 51 13	Aluminum Windows	05/13/2026	6
08 80 00	Glazing	05/13/2026	6

09 29 00	Gypsum Board	05/13/2026	5
09 91 00	Painting	05/13/2026	5
23 00 00	HVAC General Requirements	05/13/2026	8

.7 Addenda:

Number	Date	Pages
To Be Determined		

.8 Other Exhibits:

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

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

DOCUMENT 00 03 00 - BID PROPOSAL FORM

BID TO: BLISS SCHOOL DISTRICT
601 US-30
BLISS, IDAHO 83314

BID FROM

NAME: _____

ADDRESS: _____

PHONE: _____

BID FOR: BLISS SCHOOLS FACILITY IMPROVEMENTS

I have received the Drawings and Specifications for the construction of Bliss Schools Facility Improvements.

I have also received Addenda listed below and have included these provisions in my bid:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, materials and supplies as required for the work in accordance with the contract documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

In submitting this bid, I agree:

1. To hold bid open for a time of thirty (30) days from the date of bid opening.
2. To accept the provision of the Instruction to Bidders regarding disposition of Bid Security.
3. The bid security attached, in the amount of 5% of the bid amount, is to become the property of the Owner in the event the contract and bond are not executed with the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
4. To furnish all bonds and insurance required by the bidding documents within five (5) days after receipt of properly prepared Agreement between Owner and Contractor.
5. To accomplish the work in accordance with the bidding documents and commence work on or before the date of Notice to Proceed.
6. To complete the work by the Date of Substantial Completion which shall be Seventy-Three (73) consecutive calendar days after Notice to Proceed June 8, 2026.

Initials

7. To enter into and execute a Contract containing Liquidated Damages Clause for One-Thousand and 00/100 Dollars (\$1,000) for each calendar day delay beyond the Date of Substantial completion, if awarded on the basis of this bid.

BASE PROPOSAL: Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of _____ Dollars (\$_____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE PROPOSALS: I will include the following alternates as specified substitutes for the cost changes listed. (Section 01 23 00 of the Project Manual)

1. Bid Alternate No. 1
Add/deduct the sum of _____ Dollars (\$_____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
2. Bid Alternate No. 2
Add/deduct the sum of _____ Dollars (\$_____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
3. Bid Alternate No. 3
Add/deduct the sum of _____ Dollars (\$_____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
4. Bid Alternate No. 4
Add/deduct the sum of _____ Dollars (\$_____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
5. Bid Alternate No. 5
Add/deduct the sum of _____ Dollars (\$_____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning, and electrical work, subject to approval of Owner and Architect, if undersigned is awarded the Contract, are as follows:

Plumbing

Name: _____

Address: _____

Idaho Public Works Contractors License No.: _____

Idaho Plumbing Contractors License No.: _____

Heating/Air Conditioning

Name: _____

Initials

Address: _____

Idaho Public Works Contractors License No.: _____

Electrical

Name: _____

Address: _____

Idaho Public Works Contractors License No.: _____

Idaho Electrical License No.: _____

I have attached the required Bid Security in the sum of five percent (5%) of my base bid sum.

The undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses State of Idaho Public Works Contractor's License No. _____ and is domiciled in the State of Idaho.

Dated this _____ day of _____ 20 _____.

Respectfully submitted,

(Seal, if bid is by a corporation)

Name of Bidder (Company)

Business Address

Signature of authorized representative

City, State, Zip Code

Title

Telephone

END OF DOCUMENT 00 03 00

Initials

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DOCUMENT 00 05 00 - AGREEMENT FORM

AIA Document A101, 2017 Edition, Standard Form of Agreement Between Owner and Contractor will be used as the agreement for this project. Copies of AIA Document A101 are available for review at the offices of the Owner and Architect. Copies of the document may be purchased from the American Institute of Architects or its local distributors.

The following supplements modify, change, delete from or add to the Standard Form of Agreement between Owner and Contractor, AIA Document A101, 2017 Edition. Where any article of the Standard Agreement is modified or any paragraph, subparagraph or clause thereof is modified or deleted by the following paragraphs, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 3; DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 and 3.2 These dates will be fixed by issuance of a "Notice to Proceed".

3.3 Remove in its entirety and replace with the following: "The Contractor shall achieve Substantial Completion of the entire work not later than Seventy-Three (73) days after issuance of Notice to Proceed. Liquidated damages will be included as provided in the Supplementary Conditions."

ARTICLE 5; PROGRESS PAYMENTS

5.1.3 Thirty (30) days will be allowed for payments by the Owner.

5.1.6 Retainage will be 5% for work completed and material suitably stored.

5.1.8 No reduction in retainage will be allowed prior to final completion without written approval of the Owner.

END OF DOCUMENT 00 05 00

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Bliss Schools - Facility Improvements

THE OWNER:

(Name, legal status and address)

Bliss Joint School District No. 234
601 US Hwy 30
Bliss, Idaho 83314

THE ARCHITECT:

(Name, legal status and address)

Design West Architects, P.A.
216 SW 5th Avenue, Suite 100
Meridian, Idaho 83642

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- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do include the bidding requirements, advertisement or invitation to bid, Instructions to Bidders, Supplementary Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid and 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.

§ 1.1.4.1 The entire Project shall be considered as one 'portion' unless separate areas or phases are designated for separate completion times or separate area of completion and occupancy. This definition is for use in determining release of retainage.

§ 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.

§ 1.2.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 Modifications, with those of later date have precedence over those of earlier date.
- .2 The Agreement
- .3 Addenda, with those of later date having precedence over those of earlier date.
- .4 General Conditions of the Contract for Construction.
- .5 Division 01 of the Specifications.
- .6 Drawings and Divisions 2 through 33 of the Specifications.
 - a. Inconsistencies within the drawings and specifications or within either document shall be brought to the attention of the Architect, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.
- .7 Other documents specifically enumerated in the agreement as part of the Contract Documents.

§ 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.

§ 1.2.4 The "Section Includes" listing at the beginning of the specification section presents a brief indication of the principal Work included in the Section, but does not limit Work to subject.

§ 1.2.5 Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of discrepancies in the figures, in the drawings, or in the specification, the matter shall be promptly submitted to the Architect for determination. Failure to report a conflict in the Contract Documents prior to bidding shall be deemed evidence that the Contractor has elected to proceed in the more expensive manner without additional compensation to the Contractor.

§ 1.2.6 The Specifications have been partially "streamlined" and some words and phrases have been intentionally omitted. Missing portions shall be supplied by inference as with notes on drawings.

§ 1.2.7 The words "approved", "directed", "selected" and similar words and phrases shall be presumed to be followed by "by Architect". The words "satisfactory", "submitted", "reported" and similar words and phrases shall be presumed to be followed by "to Architect". Words like "install", "provide", "furnish", and "supply" shall be construed to include complete furnishing and installing or construction. Words like "shown", "noted", and "scheduled" shall have the same meaning as indicated, and are used to assist the reader in locating particular items. Instructions, directions, and requirements as specified shall be considered to be followed by the phrase "unless otherwise specified or indicated".

§1.2.8 A colon (:) following a material or item shall be used in place of the words "shall be".

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

§ 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 claims pursuant to bonds.

§ 2.1.3 The Owner's Representative as designated in the Agreement shall be the Owner's principal contact with the Contractor, and all communications from the Contractor to the Owner shall be made to the Owner's Representative and to the Architect. The Owner shall promptly notify the Contractor in writing of any replacement of the Owner's Representative.

§ 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 The Contractor will be furnished PDF sets of Drawings and Project Manuals for use in construction of this Project. Physical sets may be purchased by the Contractor at the cost of reproduction, postage and handling.

§ 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 written 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. The Contractor is an independent contractor and shall not for any purpose relating to or arising out of this Contract be an agent or employee of the Owner.

§ 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 written 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.

§ 3.3.4 The Contractor has the responsibility to ensure that all of its employees, Subcontractors, suppliers 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 adhere to the Contract Documents, that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials in sufficient time to comply with the Project Schedule. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with the Architect and all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 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.

§ 3.4.2.1 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for making agreed upon changes to the Drawings and Specifications, and for re-submittal and re-approval by authorities.

§ 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.

§ 3.4.3.1 Contractor shall use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the Work. Owner has the right to require Contractor to remove from its work force assigned to the Work any employees deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Project. Contractor shall promptly furnish qualified substitutes for any employees that, in the opinion of Owner are unsatisfactory.

§ 3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the following conditions:

- .1 Required product cannot be supplied in time for compliance with Contract time requirements.
- .2 Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized liability as certified by Contractor.
- .3 Substantial advantage is offered Owner after deducting off-setting disadvantages including delays, additional compensation to Architect for redesign, investigation, evaluation, other necessary services, and/or similar considerations.

§ 3.4.5 By making requests for substitutions based on Clause 3.4.4 above, the Contractor:

- .1 represents that he has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified;
- .2 represents that he has submitted the proposed substitution to governing authority and has received approved for proposed substitution, if required;
- .3 represents that he will provide the same warranty for the substitution that he would for that specified;
- .4 certifies that the cost data presented is complete and includes all related costs under separate contracts, but excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .5 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 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.

§ 3.5.3 The warranty shall continue for a period of 1 year from the date of Substantial Completion of the work unless otherwise specified, or as provided in 3.5.10.

§ 3.5.4 The Contractor shall remedy at the Contractor's expense any failure to conform or any defect. In addition, the Contractor shall remedy at the Contractor's expense damage to real or personal property when that damage is the result of:

- .1 The Contractor's failure to conform to Contract requirements; or
- .2 Any defect of equipment, material, or workmanship.

§ 3.5.5 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this section. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

§ 3.5.6 The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure,

defect, or damage.

§ 3.5.7 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

§ 3.5.8 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- .1 Obtain all warranties that would be given in normal commercial practice;
- .2 Require all warranties to be executed, in writing, for the benefit of the Owner, if directed by the Owner; and
- .3 Enforce all warranties for the benefit of the Owner, if directed by the Owner.

§ 3.5.9 The Contractor is responsible to enforce any subcontractor's, manufacturers, or supplier's warranty should they extend beyond the period specified.

§ 3.5.10 Unless a defect is caused by the negligence of the Contractor, the Contractor shall not be liable for the repair of any defects of material furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material.

§ 3.5.11 The owner's rights with respect to latent defects, gross mistakes, or fraud shall not be limited by the warranty provisions of these Contract Documents.

§ 3.5.12 In the event that the Contractor is required to make repairs during the warranty period, the provisions of Article 11, Insurance and Bonds, shall remain in effect at no additional cost to the Owner.

§ 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 The Owner shall obtain and pay for plan check(s) as required by the State of Idaho and City of Bliss, and building permit fees required. The Contractor shall pay for mechanical and electrical permits required by the State of Idaho or local authority. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside resources for materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc. off of the property of the Owner arising from the construction and completion of the work.

§ 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.

§ 3.7.2.1 The Contractor shall comply with the EPA-1990 NESHAP Asbestos Regulation (40 CFR, Part 61), which requires that the following be completed before demolition and renovation projects occur:

1. The Contractor shall be responsible to verify that a complete asbestos survey has been performed on the facility in question, before renovation or demolition operations begin.
2. The Contractor shall verify that all regulated asbestos containing materials have been removed from the affected areas before renovation or demolition operations begin.
3. The Contractor shall be responsible to submit appropriate completed Notification of Demolition and Renovation Form (example form follows this section) to the USEPA **ten** (10) working days before demolition projects begin, or verify that a form was submitted prior to asbestos removal beginning. **This includes the demolition of structures that contain no asbestos.**
4. As of November 20, 1991, a NESHAP Certified Person must be on any job site where asbestos **could** be disturbed.

§3.7.2.2 The Owner has developed a SWPP plan for this project. The contractor shall review this plan and take measures to implement and maintain it through the entire project. The contractor shall also have certified personnel on

site at all times. The Contractor shall submit a Notice of Intent to the EPA based on the SWPPP that the Owner currently has in place.

§ 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 conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in compliance with section 15.1.2. The Architect will promptly investigate such conditions and, if 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 an equitable adjustment 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 so notify the Owner and Contractor in writing, stating the reasons. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Article 15. Claims by either party in opposition to such determinations must be made in compliance with section 15.1.2.

§ 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 in writing of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor in writing, 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.

§ 3.9.4 The superintendent shall not be changed except with prior approval of the Architect, unless the superintendent ceases to be in the Contractor's employ. The replacement superintendent shall also be subject to these conditions.

§ 3.9.5 The superintendent's normal and customary duties may include labor related activities associated with installing components of the building.

§ 3.9.6 The superintendent's normal and customary duties shall encompass full-time QUALITY CONTROL, including but not limited to:

- .1 proper coordination and sequencing of the various trades, materials, personnel, testing and data during all phases of the project;
- .2 process schedule management including critical path analysis.
- .3 written confirmation of all important communications shall be kept in the daily construction log.

§ 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, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Contractor shall prepare and submit all required data under the provisions of Specification Section 01 33 00 – Submittals.

§ 3.10.1.1 Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Project Schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Project Schedule and the action being taken to correct the delay. Notification of potential delay does NOT constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time.

§ 3.10.1.2 If any Project Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Work Authorization (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review and approval a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and Work as a whole. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the Project Schedule.

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor, Sub-subcontractor or material supplier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Project Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts, and in that event, the Contractor shall not be entitled to an adjustment in the Contract Sum, Contract Time or the Project Schedule.

§ 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. Contractor shall prepare and submit all required data under the provisions of Specification Section 01 33 00 – Submittals.

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

§ 3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in

writing 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 review 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 written notice, the Architect's review 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, accuracy and completeness 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 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.

§ 3.15.3 The Contractor shall comply with cleaning instructions contained in the specifications. In absence of specific cleaning instructions, follow accepted cleaning practices or the recommendation of the manufacturer of the material to be cleaned.

§ 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, and Architect.

§ 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.

§ 4.2.2.1 The Owner is entitled to receive reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 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

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimension, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with the reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item(s) is a component. The Architect shall not be required and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Architect be required to review partial submissions of those for which submission for correlated items have not been received. In no way does review of submittals relieve the contractor from providing products that meet the specified requirements and warranties set forth in the contract documents.

§ 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 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.

§ 4.2.11 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.

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

§ 4.2.13 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.

(Paragraph deleted)

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.

§ 5.1.2.1 The term "Subcontractor" or "Sub-subcontractor" includes every person or entity who has a contract to perform a portion of the Work at the site, of every tier regardless of how remote. The term "supplier" includes every supplier of materials or equipment used in the Work, of every tier regardless of how remote.

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing 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 in writing 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.

§ 5.3.1 The Contractor shall first pay out payments received under this Agreement to (and secure the discharge of any liens asserted by) all persons furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors, Sub-subcontractors and suppliers). The Contractor agrees that, provided the Owner has paid the Contractor in accordance with this Agreement, the Owner has the right to a lien-free Project. The Owner may, at its discretion, make joint payments to the Contractor and its creditors. The Owner reserves the right in event any claim is made against the Owner arising out of any obligation incurred by the Contractor under this Agreement or in connection with performance of Work, to withhold payments due or to become due, to the Contractor, in such amounts as are necessary to cover the claim(s) and any costs or expenses arising in connection with the legal settlement thereof. The Contractor further agrees that if any lien or claim is filed or made against the Project site, the Project or the Owner as a result of the Contractor's failure to meet its obligations, the Owner upon fourteen (14) days prior written notice shall have the right to settle said lien or claim directly and deduct the cost of the settlement from payments due the Contractor (and, if the amount still due the Contractor is insufficient to cover such costs, to recover the shortfall from the Contractor directly), provided that the Contractor within such fourteen (14) day period has not settled such lien or claim or provided a bond against such lien or claim in a manner satisfactory to the Owner.

§ 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 in writing; 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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in Application for Payment as if such work were originally part of the Project and Contract Documents.

§ 7.2.3 The allowances outlined in 7.3.11 shall also apply to Change Orders.

§ 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 allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.7. 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 Documented, direct costs of permit fees, and sales, taxes, directly related to the change in Work; and
- .5 Costs of 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.

§ 7.3.11 In Subparagraph 7.3.7, the allowance for the combined overhead, insurance, bonds, coordination, supervision and profit included in the total cost to the owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 12 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- .6 Overhead shall be considered to include hand tools, field office costs other than included in subparagraph 7.3.7.5, home office costs, and all other costs not specifically listed in paragraph 7.3.7.
- .7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment and subcontracts. Labor, materials and equipment shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

§ 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. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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. The time stated for completion shall include final cleanup of the premises and all documentation required by the Contract Documents.

§8.1.1.1 The Contractor shall substantially complete the work as defined by Paragraph 9.8.1 no later than Seventy-Three (73) days from the issuance of the Notice to Proceed.

§ 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed.

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

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

§8.1.4.1 When computing any period of time, the day of the event from which the period of time begins to run shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day which is not a weekend or holiday. When the period of time allowed is less than seven days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

§ 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. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§8.2.4 It is the Contractor's option to complete the project earlier than the date specified in the Contract Documents, thus any claim based on delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 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, litigation or 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 by Change Order 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 The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of Owner, its Architect, its agents or employees or any other Contractor, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work. 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. The Schedule of Values shall include a separate and distinct line item for "Project Closeout" activities in the amount of 1% of the contract value or \$10,000 whichever is greater. This project closeout amount is different than project retainage, and shall cover expenses related to final corrections, cleaning, submittal of closeout documentation, and related work/value. Prepare and submit Schedule of Values under the provisions of Section 01 29 00 - Contract Considerations.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values by the ____ of the Month. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require; such as, copies of requisitions from subcontractors and material suppliers, and reflecting retainage of five percent (5%). Prepare and submit Application for Payment under the provisions of Section 01 1190/012900, Contract Considerations.

§ 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, and 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.

§ 9.3.1.3 The form of application for payment shall be AIA Form G702 - Application and Certificate for Payment, supported by AIA Form G703 - Application and Certification for Payment Continuation Sheet.

§ 9.3.1.4 The Contractor shall not withhold from a subcontractor or supplier more than the percentage of retainage held from processed payment certificates for their portion of the work.

§ 9.3.1.5 Until conditions set forth in Paragraph 9.10 are met, the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments.

§ 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. Off Site storage will not be approved at locations more than 10 miles from the project 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 in writing 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 or in part 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.

§ 9.6.1.1 Progress Payments shall fall due on or about the 30th of each month (30 days after receipt of the application for Payment by 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 fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within fourteen 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 fourteen additional days' written 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. The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the contract sum, less such amounts as the Architect shall determine for incomplete work and unsettled claims. The amount of retainage held for incomplete work and unsettled claims shall be double the value of the items remaining to facilitate completion of work and settlement of claims.

§ 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 written 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. The final retainage shall become due and payable to the Contractor in not more than thirty (30) days after issuance of the final Certificate for Payment by the Architect, provided that the conditions of paragraph 9.10.2 are fully satisfied.

§ 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.

§ 9.11.1 **Liquidated Damages:** The owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially completed:

One Thousand Dollars and Zero Cents-----(\$1,000.00)

§ 9.11.2 The work of this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within the time limits stipulated in the Contract Documents. The Contractor shall reimburse the Owner for any loss suffered through failure to meet the schedule.

§ 9.11.3 If an extension of Contract time is granted to the Contractor by Change Order, the Contractor shall indemnify and hold harmless the Owner and Architect from any loss to any other contractor or subcontractor caused by such extension of time. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

§ 9.11.4 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act; and where under the Contract a time extension is allowed pursuant to Paragraph 8.3, Delays and Extensions of Time, the new time limit fixed by such extension shall be of the essence of this Contract.

§ 9.11.5 When the Contract work is substantially complete, the Architect will notify the Contractor in writing of the substantial completion date. If the Work is not substantially complete by the date established in the Contract Documents, the Contractor shall pay the dollar amount, as defined in the provisions of Paragraph 9.11.1, as liquidated damages for each and every calendar day that the Contractor is in default until the Work is substantially complete. Said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount shall be deducted from the Contract amount and not paid by the Owner.

§ 9.11.6 For overruns in contract time occurring after substantial completion, damages shall be assessed on the basis of direct architectural, administrative, and related costs assignable to the project until the date of actual completion of all the contract work. The Owner may offset these costs against any payment due the Contractor. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Architect, the Contractor shall furnish a written schedule for completing the Contract.

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.

§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

§ 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, written 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 in writing of the condition.

§ 10.3.2 Upon receipt of the Contractor's written 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 maintain an insurance program of property insurance supplemented by insurance policies sufficient to cover the total insurable value of this project. This insurance program shall cover the interests of the Owner in the project. Each loss may be subject to a deductible. Losses up to the amount of the deductible shall be the responsibility of the contractor. The Owner's insurance program is intended to cover the interests of the Owner and does not cover the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work or material suppliers or others associated with the Project. The contractor shall maintain insurance as deemed necessary by Contractor to protect the interests of himself, his subcontractors and the sub-subcontractors in the work, including property, materials, equipment, and tools. All contractor tools and equipment not intended as part of construction or installation will be the sole responsibility of the contractor. Materials incorporated into the Work and materials suitably stored at the site will be considered covered by the Contractor's insurance program until they date of substantial completion as certified by the Architect.

§ 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 to the work 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

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.

If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written 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.
- .5 becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of creditors without the previous written consent of the Owner, except to a financial institutional authorized to do business in the State of Idaho; then, the Owner may, after serving seven days' notice to the Contractor and surety, either:
 - .1 Transfer the performance of work from the Contractor to the surety or;
 - .2 Terminate the Contract and, at the Owner's option, provide such labor or materials as required to complete the work or delete the remaining work. Any extra costs or damages to the owner shall be deducted from any money due or coming due to the Contractor under the Contract.

§ 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' written 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 The Contractor and the surety shall bear any extra expenses incurred by the Owner in completing the work, including all increased costs for completing the work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of work by the contractor. After all the work contemplated under the Contract has been completed, the Owner will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance to the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the surety shall be jointly and severally liable to the Owner and pay the difference to the Owner on demand.

§ 14.2.5 Upon receipt of a notice that the work is being transferred to the surety, the surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work included under the Contract and employ by Contract or otherwise any person or persons satisfactory to the Owner to finish the work and provide the materials without termination of the Contract. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the surety or its agents without any right of the Contractor to make any claim.

§ 14.2.6 The Contractor and its surety shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in the work.

§ 14.2.7 If the termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been pursuant to Paragraph 14.3, Suspension by the Owner for Convenience and 14.4 Termination by owner for Convenience.

§ 14.2.8 The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this 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 written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 *Notice of Claims. If the contractor asserts there is cause for a claim, the contractor shall:*

1. *Immediately give a signed written notice of claim to the Architect and the Owner before doing the Work;*
2. *Supplement the written claim notice within 7-calendar days with a written statement and supporting documents providing the following:*
 - a. *The date and nature of the claim;*
 - b. *A full discussion of the circumstances which caused the claim, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the claim;*
 - c. *The estimated dollar cost, if any, of the Work related to the claim and a detailed breakdown showing how that estimate was determined; and*
 - d. *An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and*
 - e. *If the claim is continuing, the information required above shall be supplemented upon request by the Architect until the claim is resolved.*

Once such Claim is identified, the claimant shall cooperate with the Architect and the other party against whom the Claim is made in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The claim resolution procedure defined in section 15.2 shall be followed upon receipt of Contractor's claim.

Throughout any Work related to a claim, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Architect and Owner access to these and any other records related to the Work as determined by the Architect and Owner. The records for disputed work shall be in accordance with section 7.3.7. By failing to follow the procedures of this Section, the Contractor completely waives any right for compensation or extended duration claims for protested Work. An additional Claim made after the initial Claim has been implemented by Change Order will not be allowed.

§ 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, written 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.

§ 15.1.5.1 No adjustment in the Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 15.1.5.2 The parties agree that an integral part of this agreement is the ability to resolve claims and disputes in a timely manner. To achieve this timely resolution, the parties agree to establish a set cost allowance for delays and time extensions. There will be no additional allowance for equitable adjustment for any general conditions, costs or mobilization, demobilization, layout, temporary facilities, equipment, home office, or field overhead costs (extended overhead) or other costs of supervision herein relating to change orders, time extensions, or delays, other than as set forth in this paragraph. The Owner will pay only for the following verifiable costs associated with the time extension or delay: 1) the actual labor costs, fringe benefits, employment taxes and insurance related to the Project Superintendent; 2) the cost associated with the fair rental value of the Project Superintendent's vehicle directly related to the time extension; 3) the direct costs attributable to the extension for the field office facility including telephone line, utilities, power, lights, water, and sewer (toilets). Mark-up on these costs will not be allowed.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1

If the Contractor wishes to make claim for an increase in the Contract time, as stated in the Contract Documents, written notice, as provided herein, shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work based on contract time as stated in the Contract Documents. In case of a continuing delay, only one claim is necessary. All claims for costs related to claims for additional time shall be pursuant to Paragraph 4.3.5. No adjustment in the Contract Time shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

(Paragraphs deleted)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gabrielle Bailey, 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 18:00:15 ET on 05/20/2026 under Order No. 2114499057 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Gabrielle Bailey
(Signed)

Senior Project Coordinator
(Title)

5/20/26
(Dated)

Davis-Bacon and Related Acts Weekly Certified Payroll Form
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Unless otherwise noted, the information requested is specific to the named project below.
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

PRIME CONTRACTOR

SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME													
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS													
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)		
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES				TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK			NET PAY TO WORKER FOR ALL WORK	
																		TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)		TOTAL DEDUCTIONS
HOURS WORKED EACH DAY																						
							ST															
							OT															
							ST															
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL'S NAME AND TITLE	

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

- The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	
	<input type="checkbox"/> OA <input type="checkbox"/> SAA	

- Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$

- All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(____) ____ - ____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- [WH-347 \(PDF\)](#)
OMB Control No. 1235-0008, Expires 01/31/2028.
- [WH-347 Form Annotated Guide \(PDF\)](#)
- [Online Fillable WH-347 Form](#)

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, “furnish a statement on the wages paid each employee during the prior week.” U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed “Statement of Compliance” (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor’s obligation to pay fringe benefits may be met through the contractor’s contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor’s certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

“Check Box” for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

“Check Box” for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number “1”, enter each worker's entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker's individual identifying number (e.g., last four digits of the worker's social security number or any number specific to the individual worker) on each weekly certified payroll submitted. **Note:** *workers' full Social Security numbers must **not** be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor's workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor's workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). **Note:** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. **Note:** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B – Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. **Note:** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: *If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity.
Note: *Photocopies or scanned copies of signatures do not satisfy this requirement.*

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: *In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.*

Topics Worker Rights For Employers Resources Interpretive Guidance State Laws



FEDERAL GOVERNMENT  **LABOR DEPARTMENT**  **WHD PORTALS** 

White House

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YouthRules!

Disaster Recovery Assistance Guidance Search

Wage Determinations

DisasterAssistance.gov

Español

Accessibility Statement

Wage and Hour Division

An agency within the U.S.
Department of Labor

200 Constitution Ave NW
Washington, DC 20210

[1-866-4-US-WAGE](tel:1-866-4-US-WAGE)

[1-866-487-9243](tel:1-866-487-9243)

www.dol.gov

USA.gov

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Superseded General Decision Number: ID20250022

State: Idaho

Construction Type: Building
 BUILDING CONSTRUCTION, Including building construction projects
 on treatment plants and industrial (power plants, manufacturing
 plants, processing plants, etc.) sites

Counties: Camas, Cassia, Gooding, Jerome and Lincoln Counties
 in Idaho.

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

BRID0003-002 06/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 30.00	17.78

* ELEC0449-003 12/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	18.74

IRON0732-002 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.37	22.98

LAB00155-004 01/01/2025

	Rates	Fringes
LABORER (MASON TENDER-Cement/Concrete).....	\$ 33.93	16.50

PLUM0296-003 06/01/2024

	Rates	Fringes
PLUMBER.....	\$ 39.90	18.67

ROOF0200-002 06/01/2025

	Rates	Fringes
ROOFER.....	\$ 29.02	19.90

SHEE0055-005 06/01/2025

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 39.20	23.59

TEAM0483-002 01/01/2025

	Rates	Fringes
TRUCK DRIVER (WATER TRUCK) GROUP 3.....	\$ 35.00	17.00

SUID2010-015 08/08/2012

	Rates	Fringes
CARPENTER.....	\$ 21.44	0.00
CEMENT MASON/CONCRETE FINISHER..	\$ 14.76	2.80
HVAC MECHANIC: DUCT INSTALLATION.....	\$ 23.63	6.63
LABORER: Common or General.....	\$ 14.82	0.00
LABORER: Pipelayer.....	\$ 14.26	0.00
LABORER: Tamper (Hand Held)....	\$ 15.00	5.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.96	4.42
OPERATOR: Crane.....	\$ 27.29	10.53
PAINTER: Brush, Roller and Spray.....	\$ 16.12	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.82	2.18

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT Employers of “tipped employees” who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

PUMP AT WORK The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for her nursing child for one year after the child’s birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA’s child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as “independent contractors” when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA’s minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
www.dol.gov/agencies/whd



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DERECHOS DE LOS TRABAJADORES

BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO (FLSA—siglas en inglés)

SALARIO MÍNIMO FEDERAL

\$7.25

POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

La ley exige que los empleadores exhiban este cartel donde sea visible por los empleados.

PAGO POR SOBRETIENTO

Por lo menos tiempo y medio (1½) de la tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

TRABAJO DE MENORES DE EDAD

El empleado tiene que tener por lo menos 16 años para trabajar en la mayoría de los trabajos no agrícolas y por lo menos 18 años para trabajar en los trabajos no agrícolas declarados peligrosos por la Secretaría de Trabajo. Los menores de 14 y 15 años pueden trabajar fuera del horario escolar en varias ocupaciones que no sean de manufactura, de minería, y que no sean peligrosas con ciertas restricciones al horario de trabajo. Se aplican distintos reglamentos al empleo agrícola.

CRÉDITO POR PROPINAS

Los empleadores de “empleados que reciben propinas” que cumplan con ciertas condiciones, pueden reclamar un crédito de salario parcial basado en las propinas recibidas por sus empleados. Los empleadores les tienen que pagar a los empleados que reciben propinas un salario en efectivo de por lo menos \$2.13 por hora si ellos reclaman un crédito de propinas contra su obligación de pagar el salario mínimo. Si las propinas recibidas por el empleado combinadas con el salario en efectivo de por lo menos \$2.13 por hora del empleador no equivalen al salario mínimo por hora, el empleador tiene que compensar la diferencia.

EXTRACCIÓN EN EL TRABAJO

La FLSA requiere que los empleadores proporcionen un tiempo de descanso razonable para que un empleado pueda extraerse leche de los pechos para el/la bebé que esté amamantando durante un año después del nacimiento del/de la niño(a) cada vez que la empleada necesite extraerse leche. Empleadores deben proveer un lugar, que no sea un cuarto de baño, que esté oculto de la vista y libre de intrusión de parte de compañeros de trabajo y del público, el cual la empleada podría usar para extraerse leche.

CUMPLIMIENTO

El Departamento tiene la autoridad de recuperar salarios retroactivos y una cantidad igual en daños y perjuicios en casos de incumplimientos con el salario mínimo, sobretiempo y otros incumplimientos. El Departamento puede litigar y/o recomendar un enjuiciamiento criminal. A los empleadores se les pueden imponer sanciones pecuniarias civiles por cada incumplimiento deliberado o repetido de las disposiciones de la ley del pago del salario mínimo o de sobretiempo. También se pueden imponer sanciones pecuniarias civiles por incumplimiento con las disposiciones de la FLSA sobre el trabajo de menores de edad. Además, se pueden imponer sanciones pecuniarias civiles incrementadas por cada incumplimiento con el trabajo de menores que resulte en la muerte o una lesión seria de un empleado menor de edad, y tales evaluaciones pueden duplicarse cuando se determina que los incumplimientos fueron deliberados o repetidos. La ley también prohíbe tomar represalias o despedir a los trabajadores que presenten una queja o que participen en cualquier proceso bajo la FLSA.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las disposiciones del salario mínimo, y/o de las disposiciones del pago de sobretiempo.
- Se aplican disposiciones especiales a trabajadores de Samoa Americana, del Estado Libre Asociado de las Islas Marianas del Norte y del Estado Libre Asociado de Puerto Rico.
- Algunas leyes estatales proporcionan protecciones más amplias a los trabajadores; los empleadores tienen que cumplir con ambas.
- Algunos empleadores clasifican incorrectamente a sus trabajadores como “contratistas independientes” cuando en realidad son empleados según la FLSA. Es importante conocer la diferencia entre los dos porque los empleados (a menos que estén exentos) tienen derecho a las protecciones del salario mínimo y del pago de sobretiempo bajo la FLSA y los contratistas correctamente clasificados como independientes no lo tienen.
- A ciertos estudiantes de tiempo completo, estudiantes alumnos, aprendices, y trabajadores con discapacidades se les puede pagar menos que el salario mínimo bajo certificados especiales expedidos por el Departamento de Trabajo.



DIVISIÓN DE HORAS Y SALARIOS

DEPARTAMENTO DE TRABAJO DE LOS EE.UU. www.dol.gov/agencies/whd

1-866-487-9243



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WH-5 Public Works Contract Report

Idaho Code sections 54-1904A and 63-3624(g) require all public works contracts to be reported to the Tax Commission. This form must be filed with the Tax Commission within 30 days after a contract is awarded.

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		Public Works contractor license number
Sole proprietor's Social Security number	Idaho sales/use tax permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract \$

Description and location of work to be performed

PROJECT DATES

Scheduled project start date: _____ Completion date: _____

If the following information is not available at this time, please indicate date it will be: _____

ALL SUBCONTRACTORS

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			
Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership	Amount of subcontract \$	
Description of work			

ALL SUBCONTRACTORS (CONTINUED)

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

Name		Federal EIN	
Address		Public works contractor number	
City, State, ZIP	<input type="checkbox"/> LLC <input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	Amount of subcontract \$
Description of work			

SUPPLIERS

Use the space below to report major suppliers of materials and supplies; items removed from inventory; equipment purchased, rented, or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP	Phone	<input type="checkbox"/> Tax paid to supplier	<input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid

* If tax was not paid to suppliers but **was** or **will be** reported as "items subject to use tax" under your permit number, indicate period of return on which payment **was** or **will be** reported: _____
 If tax was paid to a state **other** than Idaho, name state next to "total value" box(es) above. If tax is due and has **not previously been reported**, attach payment to this form. **If you need more room, please photocopy this page.**

SIGN _____ HERE _____	Authorized signature	Print name	Phone number	Date
--------------------------	----------------------	------------	--------------	------

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-2210.

For more information, call (208) 334-7618 • Fax: (208) 332-6619 • E-mail: Contractdesk@tax.idaho.gov.

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Name of Contractor

Address

_____ *SEAL*
City and State

By: _____
(Signature)

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

Commission expires:

NOTARY PUBLIC, residing at

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U.S. EPA NOTIFICATION OF DEMOLITION AND RENOVATION

Operator Project #	Postmark	Date Received	Notification #				
I. Type of Notification (check one): <input type="checkbox"/> Original <input type="checkbox"/> Revised <input type="checkbox"/> Canceled							
II. Facility Description Building Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____ County: _____ Site Location : _____ Building Size (square feet): _____ # of Floors: _____ Age in Years: _____ Present Use: _____ Prior Use: _____							
III. Type of Operation (check one): <input type="checkbox"/> Demo <input type="checkbox"/> Ordered Demo <input type="checkbox"/> Renovation <input type="checkbox"/> Emergency Renovation <input type="checkbox"/> Fire Training							
IV. Is Asbestos Present? (check one): <input type="checkbox"/> Yes <input type="checkbox"/> No							
V. Facility Information Owner Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Contact: _____ Telephone: (____) _____ Fax: _____ Removal Contractor Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Contact: _____ Telephone: (____) _____ Fax: _____ Other Operator (demolition/general): _____ Address: _____ City: _____ State: _____ Zip Code: _____ Contact: _____ Telephone: (____) _____ Fax: _____							
VI. Procedure, including analytical methods, employed to detect the presence of and to estimate the quantity of RACM and Category I and Category II non-friable ACM:							
VII. Approximate Amount of Asbestos Materials:							
	RACM to be Removed	Non-friable Asbestos Material to be Removed		Non-friable Asbestos Material NOT to be Removed			
		Category I	Category II	Category I	Category II		
Pipes (linear feet)							
Surface Area (square feet)							
Facility Components (cubic feet)							
VIII. Scheduled Dates Demolition or Renovation: Start: _____ Complete: _____							
IX. Dates for Asbestos Removal (MM/DD/YY) Start: _____ Complete: _____							
Days of the Week:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours of Operation:							

U.S. EPA NOTIFICATION OF DEMOLITION AND RENOVATION

X.	Description of planned Demolition or Renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used and description of affected facility components:
XI.	Description of work practices and engineering controls to be used to comply with the requirements, including asbestos removal and waste handling emission control procedures:
XII.	<p>Waste Transporter #1</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Contact: _____ Telephone: () _____</p> <p>Waste Transporter #2</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Contact: _____ Telephone: () _____</p>
XIII.	<p>Waste Disposal</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Contact: _____ Telephone: () _____</p>
XIV.	<p>Emergency Demolition (complete Item XIV only if this project is an Emergency Demo.)</p> <ol style="list-style-type: none"> 1. Attach a copy of the Order to this notice. 2. Name of Authority Issuing Order: _____ Title: _____ 3. Authority of Order (Citation of Code): _____ 4. Date of Order (MM/DD/YY): _____ Date Ordered to Begin _____
XV.	<p>Emergency Renovation (Attach separate sheet with the following information if project is Emergency Renovation.)</p> <ol style="list-style-type: none"> 1. Date and Hour of the Emergency: 2. Description of the Sudden, Unexpected Event: 3. Explanation of how the event caused unsafe conditions or equipment damage or an unreasonable financial burden.
XVI.	Description of procedures to be followed in the event that unexpected RACM is found or non-friable ACM becomes crumbled, pulverized, or reduced to powder.
XVII.	<p>I certify that an individual trained in the provisions of NESHAP (40 CFR PART 61, SUBPART M) will be on-site during the Demolition or Renovation, and evidence that the required training has been accomplished by this person will be available during normal business hours.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Owner/Operator Date Type or Print Name and Title</p>
XVIII.	<p>I acknowledge the existence of laws prohibiting the submission of false or misleading statements, and I certify that facts contained in this notification are true, accurate, and complete.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Owner/Operator Date Type or Print Name and Title</p>

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Contract Description.
 - 2. Work by Owner.
 - 3. Owner furnished products.
 - 4. Contractor use of site and premises.
 - 5. Future work.
 - 6. Work Sequence.
 - 7. Owner occupancy.

1.2 CONTRACT DESCRIPTION

- A. Provide all Labor and Materials necessary to perform the work indicated in the Contract Documents.

1.3 WORK BY OWNER – NOT USED.

1.4 OWNER FURNISHED PRODUCTS – NOT USED.

1.5 OWNER'S RESPONSIBILITIES:

- A. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
- B. Arrange and pay for product delivery to site.
 - 1. On delivery, inspect products jointly with Contractor.
 - 2. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 3. Arrange for manufacturers' warranties, inspections and service.

1.6 CONTRACTOR'S RESPONSIBILITIES:

- A. Review Owner reviewed shop drawings, product data, and samples.
- B. Receive and unload products at site; inspect for completeness or damage, jointly with Owner.
- C. Handle, store, install and finish products.
- D. Repair or replace items damaged after receipt.
- E. Provide backing and blocking as required.

1.7 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner's maintenance and janitorial operations.
 - 2. Emergency Building Exits During Construction: Shall not be restricted when building is occupied.
 - 3. Utility Outages and Shutdown: Owner shall be notified of planned outages a minimum of Twenty-Four (24) hours in advance.

- 1.8 FUTURE WORK – NOT USED.
- 1.9 WORK SEQUENCE – NOT USED.
- 1.10 OWNER OCCUPANCY – NOT USED.

PART 2 – PRODUCTS – NOT USED
PART 3 – EXECUTION – NOT USED

END OF SECTION 01 11 00

SECTION 01 11 90

CONTRACT CONSIDERATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Schedule of Values.
 - 2. Application for Payment.
 - 3. Change Procedures.

1.2 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
- B. Submit Schedule of Values in duplicate within ten (10) days after date established in Notice to Proceed.
- C. Format: Utilize the Table of Contents of each Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization and bonds and insurance as separate line items. Include as a separate line item, the amount of the Contractor's job site supervision, overhead and profit.
- D. Include in each line item, the amount of Allowances specified in this Section.
- E. Do not include within each line item, General Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three (3) copies of each application on AIA Form G702 - Application and Certificate for Payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

1.4 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, 2007 Edition, Paragraph 7.4 issuing supplemental instructions on AIA Form G710.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required. Contractor will prepare and submit an estimate with ten (10) days.
- C. Construction Change Directive: Architect may issue a directive, on AIA Form G714 under the provisions of AIA Document A201, General Conditions, Paragraph 7.3.
- D. Change Order: Architect may issue a change order, on AIA G701 Change Order under the provisions of AIA Document A201, General Conditions, Paragraph 7.2.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

END OF SECTION 01 11 90

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SECTION 01 13 90

COORDINATION AND MEETINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Coordination.
 - 2. Field engineering.
 - 3. Alteration project procedures.
 - 4. Cutting and patching.
 - 5. Preconstruction conference.
 - 6. Site mobilization conference.
 - 7. Progress meetings.
 - 8. Pre-installation conferences.

1.2 COORDINATION

- A. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- B. Coordinate space requirements and installation of mechanical, plumbing and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- C. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- D. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Contractor is responsible for familiarizing themselves with all existing conditions and ensuring the coordination of different trades to in order complete the scope of work indicated in the contract documents.
- C. Coordinate demolition work to be performed in order to allow each subsequent trade to perform their portion of work in the affected area.
- D. Coordinate finish work surface prep with all trades working on surface prior to finishing.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- F. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- G. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- H. Where new work abuts or aligns with existing, perform a smooth and even transition.

- Patched work to match existing adjacent work in texture and appearance.
- I. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 - J. Where a change of plane of 1/4 or more occurs, submit recommendation for providing a smooth transition for Architect review.
 - K. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
 - L. Finish surfaces as specified in individual product Sections.

1.4 CUTTING, SELECT DEMOLITION AND PATCHING

- A. Employ skilled and experienced installer to perform cutting, select demolition, and patching.
- B. Submit written request in advance of cutting or altering elements which affects:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, select demolition, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
 - 6. Coordinate with other trades which will be completing work in areas affected.
- D. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- J. Identify any hazardous substance or condition exposed during the Work to the Architect for decision or remedy.

1.5 PRECONSTRUCTION CONFERENCE

- A. Architect will schedule a conference after award of Contract. Contractor to preside over Conference.
- B. Attendance Required: Owner, Architect, Contractor, and major subcontractors.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
 - 3. Designation of personnel representing the parties in Contract, Owner, Contractor, Project Superintendent, and the Architect.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 5. Scheduling.
- D. The Preconstruction Conference may be combined with the Site Mobilization Conference as

determined by the Architect. If they are combined, the Contractor shall incorporate the items under this Section, Paragraph 1.7 - SITE MOBILIZATION CONFERENCE as part of the agenda.

- E. The Contractor will record and provide minutes of the Preconstruction Conference to the Owner and Architect. The Owner and Architect are to review the minutes provided and respond within three days if a conflict or discrepancy is noted.

1.6 SITE MOBILIZATION CONFERENCE

- A. Architect will schedule a conference at the Project site prior to Contractor occupancy. Contractor to preside over conference.
- B. Attendance Required: Owner, Architect, Contractor, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Security and housekeeping procedures.
 - 6. Schedules.
 - 7. Scheduling of activities of Owner furnished, Owner installed items and Owner furnished - Contractor installed items.
 - 8. Procedures for testing.
 - 9. Procedures for maintaining record documents.
 - 10. Requirements for start-up of equipment.
 - 11. Inspection and acceptance of equipment put into service during construction period.
- D. The Contractor will record and provide minutes of the Site Mobilization Conference to the Owner and Architect. The Owner and Architect are to review the minutes provided and respond within three days if a conflict or discrepancy is noted.
- E. Site Mobilization Conference shall be combined with Preconstruction Conference.

1.7 PROGRESS MEETINGS

- A. Contractor shall schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Architect, participants, and those affected by decisions made.
- C. Attendance Required:
 - 1. Monthly: Project Manager, Job superintendent, major Subcontractors and suppliers, Owner's representative, and Architect as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.

10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

1.8 PRE-INSTALLATION CONFERENCES

- A. When required in individual specification Section, convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes and distribute copies within two days after conference to participants.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

END OF SECTION 01 13 90

SECTION 01 23 00

ALTERNATES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Submission procedures.
 - 2. Documentation of changes to Contract Sum/Price and Contract Time.

1.2 REQUIREMENTS

- A. Coordinate related work and modify surrounding work as required to properly integrate the Work of each Alternate and to provide complete construction required by the Contract Documents.

1.3 SELECTION AND AWARD OF ALTERNATIVES

- A. Alternates quoted on Bid Forms will be accepted or rejected under the provisions of Document A701, Instructions to Bidders, Subparagraph 5.3.2.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1:
(Add)(Deduct) all materials and labor required to provide replacement of the windows in the upper floor of the Secondary School building, North elevation as identified in the Contract Documents. This bid alternate is associated with Bid Package 1.
- B. Alternate No. 2:
(Add)(Deduct) all materials and labor required to provide replacement of the windows in the upper floor of the Secondary School building, East elevation as identified in the Contract Documents. This bid alternate is associated with Bid Package 1.
- C. Alternate No. 3:
(Add)(Deduct) all materials and labor required to provide replacement of the windows in the upper floor of the Secondary School building, West elevation as identified in the Contract Documents. This bid alternate is associated with Bid Package 1.
- D. Alternate No. 4:
(Add)(Deduct) all materials and labor required to provide replacement of the windows in the upper floor of the Secondary School building, South elevation as identified in the Contract Documents. This bid alternate is associated with Bid Package 1.
- E. Alternate No. 5:
(Add)(Deduct) all materials and labor required to install one (1) heating / cooling ductless split heat pump system in the Weight Room of the Gymnasium Building, as identified in the Contract Documents. This bid alternate is associated with Bid Package 2.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

END OF SECTION 01 23 00

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Construction progress schedules.
 - 2. Submittal Procedures for Shop Drawings, Product Data & Samples.
 - 3. Shop Drawings, Product Data & Samples.
 - 4. Manufacturers' instructions.
 - 5. Manufacturers' certificates.

1.2 CONSTRUCTION PROGRESS SCHEDULES

- A. Progress Schedules shall be a computer generated Critical Path Method schedule. This CPM schedule will consist of and provide the following:
 - 1. Gantt (Bar Chart) Report and PERT (Program Evaluation and Review Technique chart) (Flow Diagram) containing the following information:
 - a. Diagrams which show elements of project in detail and in summary.
 - b. Diagrams which show order and interdependence of construction activities and sequence in which work is to be accomplished as planned by Contractor.
 - 2. Detailed network activities which include, in addition to the construction activities, the following items:
 - a. Submittal and review of submittals required under Section 01 33 00.
 - b. Procurement of critical materials and equipment.
 - c. Fabrication of special material and equipment, their installation, and testing.
 - d. Activities of the owner and Architect which affect progress.
 - 3. Selection and number of activities are subject to Architect's review and approval. CPM network activities should coordinate with Payment Request form and Construction Progress Chart.
 - 4. Detailed network diagrams which are time scaled by month or week.
 - 5. Sheet size of diagrams which are of sufficient size to be easily read and understood. Each monthly updated copy shall show date of latest revision.
 - 6. Network diagram which includes tabulation of each activity and furnishes following information for each activity on analysis and diagram forms:
 - a. Predecessor and successor tasks
 - b. Activity description
 - c. Estimated duration of activities
 - d. Earliest start date by calendar date
 - e. Earliest finish date by calendar date
 - f. Actual start date by calendar date
 - g. Actual finish date by calendar date
 - h. Latest start date by calendar date
 - i. Latest finish date by calendar date
 - j. Slack or float time in calendar days
 - k. Percentage of activity completed
 - 7. Program or means used in making mathematical computation shall be capable of compiling total value of completed and partially completed activities. Program shall

also be capable of accepting revised completion dates as modified by approved time adjustments and re-computations and float days accordingly.

8. Mathematical analysis shall show activities as follows:
 - a. Contract amount
 - b. Previous payments
 - c. Current request
 - d. Percent complete
- B. Submit completed network program consisting of detailed network mathematical analysis, schedule of anticipated earnings as of last day of each month, and network diagrams. These shall be submitted within thirty (30) days after receipt of Notice to Proceed.
- C. Contractor shall participate in review and evaluation of proposed network PERT diagrams and mathematical analysis of GANTT diagrams by Architect. Resubmit for Architect approval revisions necessary due to this review within ten calendar days after this review. Contractor shall use approved schedule for planning, organizing, and directing the work, for reporting progress, and for requesting payment for work accomplished.
- D. Joint Ownership of Float: Float or slack time within the construction schedule is **not** for the exclusive use or benefit of either the Owner or the Contractor, but is jointly owned, expiring project resource available to both parties as needed to meet contract milestones and completion date.
- E. Submit initial submittal, complete revisions, and periodic monthly reports in three copies, one reproducible and two prints.
- F. Monthly updated CPM Schedule submittal shall be prerequisite to payment for work for which payment is requested. Monthly updated CPM schedule shall be submitted with contractors payment request form and construction progress chart.
- G. Submit monthly revisions to CPM schedule charts to illustrate the impact on the Critical Path of change orders upon which Contractor is requiring time extensions.
- H. Distribute copies of reviewed submittals to concerned parties and maintain a complete set of reviewed and accepted submittals at the job site. Instruct parties to promptly report any inability to comply with provisions.
- I. If the Contractor fails to submit a schedule within the time prescribed, the Owner may withhold progress payments until the Contractor submits the required schedule.
- J. If the Contractor falls behind the progress schedule, the Contractor shall submit for approval revised schedules which demonstrate steps and manner in which the rate of progress will be regained and which also indicates the steps necessary to improve the progress of the project. This revised scheduling shall be at no additional cost to the Owner.
- K. Failure of the Contractor to comply with the requirements for Construction Progress Schedules may be grounds for a determination by the owner that the Contractor is not prosecuting the work with sufficient diligence to insure completion within the time specified in the Contract. Upon making this determination, the Owner may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default provisions of this Contract.
- L. The Contractor should expect to schedule no less than ten (10) days starting up and testing the facility.

1.3 SUBMITTAL PROCEDURES FOR SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submit a complete list of Required Submittals, on the SUBMITTAL TRACKING SCHEDULE, provided at the end of this Section, within ten (10) days after award of Contract. The list is to identify all submittals required by the specification sections. Individual submittals are to be numbered as outlined in Paragraph C, below.
- B. Transmit each submittal with a SUBMITTAL FORM, provided at the end of this Section, to the office of the Architect.

- C. Each submittal form shall be cross referenced with the submittal number. Submittal numbers shall be in the following format:
 - 1. All number shall be eight digits.
 - a. The first six numbers shall reflect the specification section number (i.e. Section 07 25 00 submittals number shall begin with "07 25 00").
 - b. The next two numbers shall make the particular submittal unique (i.e. the eighth submittal in Section 07 25 00 shall be "07 25 00-08").
 - c. Resubmittals shall to have original number with a numeric/alphabetic suffix. (i.e. first resubmittal would be "07 25 00-08R" the second resubmittal would be "07 25 00-08R2).
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- E. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents. Any submittal, shop drawing, product data, or sample that does not bear the Contractor's approval stamp shall be returned without review.
- F. Schedule submittals to expedite the Project, and deliver to Architect at business address. All submittals are required to be submitted to the Architect in acceptable format as outlined herein within 30days after award of Contract. Coordinate submission of related items. See related sections as outlined in paragraph 1.2 of this Section.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. Shop drawings, product data, etc. shall be submitted in sufficient time to allow not less than 21 calendar days for the examination of shop drawings by the Architect:
 - 1. Where two or more submittals are interdependent in nature such that the Architect cannot fully review one (or more) without the other, no review shall take place nor shall the 21 day time limit take affect, until all required interdependent submittals have been submitted.
- J. The submittal notes and review does not authorize any increase in cost for the item, installation or related coordination.
- K. Revise and resubmit submittals as required, identify all changes made since previous submittal.
 - 1. Resubmittals of Contractor's submittals shall have the same review time as the initial submittal.
- L. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings and Product Data:
 - 1. Submit electronically through email or construction tracking software.
 - 2. Collect required data into one submittal for each unit of work or system. Mark each copy to identify applicable products, models, options, and other data applicable to the Project. Supplement manufacturers' standard data to provide information unique to this Project.
 - 3. Include those requirements as outlined in individual specifications sections as well as any special coordination requirements.
- B. Samples – Not Used.
- C. After review, distribute in accordance with Submittal Procedures above and per Record Documents described in Section 01 70 00 -Contract Closeout.

1.5 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.6 MANUFACTURER'S CERTIFICATE

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

END OF SECTION 01 33 00

<h1 style="margin: 0;">SUBMITTAL FORM</h1>	
PROJECT NAME: BLISS SCHOOLS FACILITY IMPROVEMENTS	
PROJECT NO: 26007	
DATE:	
SUB-CONTRACTOR (NAME & ADDRESS):	
SUPPLIER (NAME & ADDRESS):	
MANUFACTURER (NAME & ADDRESS):	
PREPARED BY (NAME & COMPANY):	
SUBMITTAL COMPONENTS	
	SHOP DRAWINGS
	PRODUCT DATA/SPECS
	INSTALLATION DATA
	CALCS./TEST DATA
	MANUFACTURER'S RECOMMEND.
	MANUFACTURER'S WARRANTY
	OPERATING INSTRUCTION
	INSTALLER CERTS.
	MATERIAL CERTS.
	SAMPLES
	COLOR SELECTION
	REPLACEMENT MATLS.
	"AS-BUILTS"
	OTHER
	DRAWING No. & DETAIL REFERENCE AS APPROPRIATE

SUBMITTAL No.:
ITEM/SPEC. SECTION TITLE:
ARCHITECT: DESIGN WEST ARCHITECTS, P.A. 216 SW 5TH AVENUE, MERIDIAN, ID 83642
CONTRACTOR (NAME & ADDRESS):
ARCHITECT APPROVAL:

CONTRACTOR CHECK LIST	CIRCLE ONE	COMMENTS
ITEM MANUFACTURER SUBMITTED IS ONE SPECIFIED	NO YES N/A	
ITEM MODEL/TYPE SUBMITTED IS THAT SPECIFIED	NO YES N/A	
ITEM SUBMITTED IS CORRECT SIZE, WEIGHT/GAUGE	NO YES N/A	
ITEM SUBMITTED HAS CORRECT CONFIGURATION, SLOPE, ETC.	NO YES N/A	
COMPONENTS OF SYSTEM SUBMITTED ARE ONES SPECIFIED	NO YES N/A	
VERIFY SPACING AND LOCATION OF SUPPORTS/STRUCTURE	OK N/A	
VERIFY CONNECTIONS, BEARING HEIGHTS, REINFORCING, BENDS, LAPS, ETC.	OK N/A	
CHECK OPENINGS, SLEEVES OFFSETS, ETC.	OK N/A	
CHECK BLOCKING BACKING, REINFORCING, ETC.	OK N/A	
CHECKED BY:		

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SECTION 01 45 00

QUALITY CONTROL

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Quality Assurance and Control of Installation.
 - 2. References.
 - 3. Field samples.
 - 4. Mock-up.
 - 5. Inspection and testing laboratory services.
 - 6. Manufacturers' field services and reports.

1.2 QUALITY ASSURANCE

- A. Qualifications
 - 1. Perform work by persons qualified to produce workmanship of specified quality.
- B. Regulatory Requirements
 - 1. For products or workmanship specified by association, trade, or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- C. General
 - 1. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
 - 2. Comply fully with manufacturers' instructions, including each step in sequence.
 - 3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
 - 4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - 5. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
 - 6. Asbestos:
 - a. The Contract Documents for this project have been prepared in accordance with generally accepted professional architectural and engineering practices. Accordingly, no asbestos or products containing asbestos have been knowingly specified for this project. Notify the Architect immediately for instruction if –
 - 1) Materials containing asbestos are brought to the site for inclusion in the Work.
 - 2) Asbestos materials are encountered in any existing structures upon which work is being performed.
 - b. At Architect's direction and with owner's approval, an independent testing laboratory will perform testing procedures on suspect materials.
 - c. Contractor shall certify that based upon his best knowledge, information, inspection and belief no building materials containing asbestos were used in the construction of the project. Submit certification on form provided by Owner. Sample form follows this section.

1.3 REFERENCES

- A. Conform to reference standard by date of issue current on building permit.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 FIELD SAMPLES

- A. Acceptable samples represent a quality level for the Work.
- B. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.5 MOCK-UP

- A. Tests will be performed under provisions identified in this section.
- B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Architect.

1.6 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Architect.
- C. Reports will be submitted by the independent firm to the Architect, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Architect and independent firm two (2) working days prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for retesting will be charged to and paid for by the Contractor.

1.7 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect thirty (30) days in advance of required observations. Observer subject to approval of Architect.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within thirty 30 days of observation to Architect for review.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

CONSTRUCTION MATERIAL ASBESTOS STATEMENT

Building Name: _____

Building Address: _____

Building Owner: _____

Completion Date: _____

As GENERAL CONTRACTOR in charge of construction; based on my best knowledge, information, inspection and belief; I certify that on the above-referenced building no asbestos containing building materials were used in the construction.

Date

General Contractor in Charge

Company Name

END OF SECTION 01 45 00

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Temporary Utilities: Electricity, lighting, heat, ventilation, water and sanitary facilities.
 - 2. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and environmental control.
 - 3. Construction Facilities: Parking, progress cleaning, project signage, and temporary buildings.
 - 4. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents and any and all governing agencies. Provisions of this section are, but not limited to, utility services, construction facilities, security/protection provisions, and support facilities.

1.2 TEMPORARY ELECTRICITY

- A. Provide temporary electric feeder from existing building electrical service at location as directed. Power consumption shall not disrupt Owner's need for continuous service.
- B. Owner will pay cost of energy used. Exercise measures to conserve energy.

1.3 TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft.
- B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain 0.25 watt/sq ft H.I.D. lighting to interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be utilized during construction. Provide temporary bulbs of a different color from that specified. Remove and install new at Substantial Completion. Replace fixtures damaged during construction.

1.4 TEMPORARY HEAT

- A. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations. Obtain and pay for permits and inspections. Pay for installation, operation, maintenance and removal of equipment. Pay costs of fuel used for heating.

1.5 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent

accumulation of dust, fumes, vapors, or gases.

1.6 TEMPORARY WATER SERVICE

- A. Owner will pay cost of water used. Exercise measures to conserve water.

1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain temporary sanitary facilities and enclosures. Obtain and pay for permits and inspections. Pay for installation, operation, maintenance, and removal of system(s). Existing facilities shall not be used.
- B. Provide facilities at the site mobilization. Modify and extend services as work progresses.
- C. Clean areas of facilities daily, maintain sanitary conditions.
- D. Provide toilet paper, paper towels, and soap in suitable dispensers. .
- E. Remove temporary facilities prior to Substantial Completion.

1.8 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plant life designated to remain. A minimum of 10 feet (10') square barrier around existing trees shall be maintained. Replace damaged plant life.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- E. Maintain during progress of work.

1.9 FENCING

- A. Construction: Commercial grade chain link fence.
 - 1. Provide 6 foot high fence around construction site. Equip with vehicular [and pedestrian] gates with locks as required to prevent unauthorized entry and to protect from construction operations

1.10 EXTERIOR ENCLOSURES

- A. At earliest possible date, provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.11 INTERIOR ENCLOSURES

- A. Provide temporary partitions as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and **[reinforced polyethylene][plywood][gypsum board]** sheet materials with closed joints and sealed edges at intersections with existing surfaces; maximum Flame Spread Rating of 75 in accordance with ASTM E 84.
- C. Paint surfaces exposed to view from Owner occupied areas.

1.12 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects:
 - 1. Secure heavy sheet goods or similar protective materials in place, in areas of foot traffic.
 - 2. Lay planking or similar rigid materials in place in areas subject to movement of heavy objects or in areas where storage of products will occur.
 - 3. Do not permit smoking or use of tobacco products. Post "NO SMOKING/VAPING" signs throughout site and instruct all personnel.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.13 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. School Projects in existing facilities when students will be on premises: Contractor to obtain specific instructions from School Administration regarding student interference with construction activities.

1.14 ACCESS ROADS AND PARKING AREAS

- A. Maintain access to fire hydrants, free of obstructions.
- B. Clear areas, provide surface, and storm drainage of premises and adjacent areas.
- C. Designated existing on-site roads may be used for construction traffic.
 - 1. Any damage to permanent road and base prior to Substantial Completion shall be repaired to specification.
 - 2. Avoid traffic loading beyond paving design capacity.
 - 3. Tracked vehicles not allowed.

1.15 PARKING

- A. Owner will designate parking area for construction personnel.

1.16 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Do not allow debris to move outside the limits of construction.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Remove waste materials, debris, and rubbish from site weekly and dispose of properly off-site.
- E. Control cleaning operations so that dust and other particles will not adhere to wet or newly

coated surfaces.

1.17 PROJECT IDENTIFICATION

- A. Provide 8' wide x 4' high project sign of exterior grade plywood and wood frame construction, painted, with exhibit lettering by professional sign painter, to Architect's design and colors. Architect will provide design and colors.
- B. Erect on site at location approved by authority having jurisdiction within twenty (20) days of notice to proceed.
- C. No other signs are allowed without Owner permission except those required by law.
- D. Remove signs framing and supports at completion of project and restore area.

1.18 FIELD OFFICES AND SHEDS

- A. Provide and maintain a minimum of one field office for use by the Contractor, at least 8 feet by 15 feet or as necessary. Field office shall be installed and ready for occupancy seven (07) days after Notice to Proceed.
- B. Locate office as directed. Provide means for locking office when work is not in progress. Inform Architect, in writing, of the name, address and telephone of person who will have keys to office at all times.
- C. Provide lights, telephone, heat and ventilation to permit comfortable use of the office.
- D. Portable office or trailer meeting these requirements will be acceptable.
- E. Provide suitable and sufficient enclosed and covered spaces with raised flooring, to protect materials and equipment subject to damage by weather or construction.
- F. Provide sheds, as necessary, substantial and water proof to suitably store materials and equipment needing limited protection.
- G. Fire Extinguishers: Appropriate type fire extinguisher at each office and each storage area.
- H. Provide six adjustable - band protective hard hat type helmets for visitors, and one 10 inch out door thermometer.
- I. Maintain office and storage area in a clean and orderly manner.
- J. At completion of work remove building utility services and debris. Restore area.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Clean and repair damage caused by installation or use of temporary work.
- B. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

END OF SECTION 01 50 00

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Products.
 - 2. Transportation and handling.
 - 3. Storage and protection.
 - 4. Product options.
 - 5. Substitutions.

1.2 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. Install all products in accordance with manufacturer's instructions.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Arrange deliveries of products in accordance with construction progress schedules. Allow time for inspection prior to installation and coordination of deliveries to avoid conflict with Work and conditions at site; limitations on storage space; availability of personnel and handling of equipment.
- C. Clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit each accumulation of parts and to facilitate assembly.
- D. Immediately on delivery, inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces. Handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Avoid mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Maintain temperature, humidity control and ventilation within ranges stated in manufacturer's instruction continually. Store unpacked and loose products on shelves, in bins or in neat groups of like items.
- I. Products exposed to the elements shall be stored so the exposed surfaces are not adversely affected and that any weathering of finishes is acceptable under the requirements of the Contract Documents.

1.5 PRODUCT OPTIONS

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

1.6 SUBSTITUTIONS

- A. Architect will consider request for substitutions as outlined in the following:
 - 1. AIA Document A701 - Instructions to Bidders
 - 2. AIA Document A201 - General Conditions
- B. Submit each substitution request with the SUBSTITUTION REQUEST form found at the end of this section.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

END OF SECTION 01 60 00

Substitution Request

TO _____

PROJECT: BLISS SCHOOLS FACILITY IMPROVEMENTS

SPECIFIED ITEM

Section	Page	Paragraph	Description
---------	------	-----------	-------------

The undersigned, a representative of the Manufacturer, requests consideration of the following:

PROPOSED SUBSTITUTION _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes description of changes to Contract Documents which proposed substitution will require for its proper installation.

The undersigned, a representative of the Manufacturer, states that the following items listed below, are correct.

1. The Proposed Substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.
3. The Proposed Substitution will have no adverse affect on other trades or the construction schedule.
4. Maintenance and service parts will be locally available for the Proposed Substitution.
5. The warranty of the proposed substitution shall met or exceed the warranty of the specified product.

The undersigned further states that the function, appearance and quality of the Proposed Substitution are equivalent or superior to the Specified Item. By signing this substitution request, the undersigned is stating that they represent the Manufacturer of the product proposed and have the authority to commit the Manufacturer to the conditions set forth in this substitution request regardless of the local supplier or contractor.

Submitted By _____

Signature _____

Firm _____

Address _____

Date _____

Telephone _____

Fax _____

For use by Design Consultant:

Is the Manufacturer requesting this substitution? Yes No

____ Accepted ____ Accepted as noted

____ Not Accepted ____ Received too late

By _____

Date _____

Remarks _____

Attachments:

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SECTION 01 65 00

STARTING OF SYSTEMS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Starting systems.
 - 2. Demonstration and instructions.
 - 3. Testing, adjusting, and balancing.

1.2 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect seven (7) days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 45 00 - Quality Control that equipment or system has been properly installed and is functioning correctly.

1.3 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate the operation and maintenance of Products to Owner's personnel one week prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times, at equipment location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. Video instruction sessions and deliver two (2) DVD's to Owner included with Operations and Maintenance Manuals.
- G. List of Required Instruction Sessions
 - 1. HVAC
 - 2. Electrical
 - 3. Data

1.4 TESTING, ADJUSTING, AND BALANCING

- A. Contractor will employ and pay for services of an independent firm to perform testing, adjusting, balancing, and other specified services of HVAC equipment.
- B. Reports will be submitted by the independent firm to the Architect indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

PART 2 – PRODUCTS – NOT USED.

PART 3 – EXECUTION – NOT USED.

END OF SECTION 01 65 00

SECTION 01 70 00

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Project Record Drawings and Documents.
 - 2. Final Project Record Drawings and Documents. (As-Builts)
 - 3. Operation and Maintenance Manuals.
 - 4. Final Cleaning.
 - 5. Adjusting.
 - 6. Warranties.
 - 7. Spare Parts and Maintenance Materials.
 - 8. Closeout Procedures for Substantial Completion.
 - 9. Closeout Procedures for Final Completion.

1.2 PROJECT RECORD DRAWINGS AND DOCUMENTS:

- A. The Contractor shall continually record factual information regarding all aspects of the Work, both concealed and visible; to enable future modification of design to proceed without lengthy and expensive site measurement, investigation and examination.
- B. Maintain on site, one set of the following documents; record actual revisions to the Work (AS-BUILT REVISIONS) concurrent with construction:
 - 1. Project Record Drawings (Bound Set): Record information on a set of Construction Documents using felt tip marking pens, maintaining a separate color for each major system. Do not conceal any work until required information is recorded. Legibly mark each item to record actual construction including, but not limited to:
 - a. Measured depths of foundations in relation to finish floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - d. Field changes of dimension and detail.
 - e. Details not on original Contract Drawings.
 - 2. Project Record Documents (Project Manual; Bound in 3-Ring Binder): Legibly mark and record at each Product section description of actual Products installed, including the following:
 - a. Manufacturer's name and product model and number.
 - b. Product substitutions or alternates utilized.
 - c. Changes made by Addenda and Modifications.
 - d. Addenda.
 - 3. Project Record Documents (Shop Drawings and Submittals; Bound in 3-Ring Binder) shop drawings, product data, and samples: Shop drawings, product data and samples are to be bound in a usable fashion in 3-Ring Binders arranged according to the Table of Contents of this Project Manual.
 - 4. Additional Project Information(Bound in 3-Ring Binder)
 - a. Change Orders and other Modifications to the Contract.
 - b. Field test records.
 - c. Inspection Certificates.
 - d. Manufacturers' Certificates.
- C. Store Record Drawings and Documents separate from documents used for construction. Do

not use Record Documents for construction purposes. Label document "PROJECT RECORD DRAWINGS" or "DOCUMENTS".

- D. Submit Project Record Drawings and Documents to Architect for review 10 days prior to Substantial Completion.
 - 1. The Architect will review Project Record Drawings and Documents prior to Contractor generating final reproducible record drawings. Upon request, Contractor shall participate in review meetings of Project Record Documents, make required changes, and then submit for final review by the Architect.
 - 2. Upon final review by the Architect, the Contractor shall generate a set of reproducible Final Project Record Drawings (As-Builts) and Documents as described below.

1.3 FINAL PROJECT RECORD DRAWINGS AND DOCUMENTS

- A. The Contractor is to provide the Owner with one (01) complete set of reproducible Final Project Record Drawings (As-Builts) and Documents.
 - 1. Final Project Record Drawings (As-Builts).
 - a. The Architect shall provide the Contractor a set of original reproducible drawings.
 - b. The Contractor shall have this set reproduced with the Architect's title block and seals deleted from all documents.
 - c. The Contractor shall transfer all information from the reviewed Project Record Drawings to this set.
 - 2. Final Project Record Documents: (Reviewed Project Record Documents).
 - a. Contractor is to provide the Owner with one (01) complete set of Final Project Record Documents Bound in 8-1/2 x 11 inch text page and Labeled according to Content as follows:
 - 1) Project Manual (1 rigid 3-ring binder).
 - 2) Shop Drawing, Product Data and Samples (1 rigid 3-ring binder).
 - 3) Additional Project Information (1 rigid 3-ring binder).
 - i) Change Orders and other Modifications to the Contract.
 - ii) Field test records.
 - iii) Inspection Certificates.
 - iv) Warranties and Manufacturers' Certificates.
 - 3. Final Project Record Drawings and Documents shall be submitted with the Contractors' Final Application for Payment.

1.4 OPERATION AND MAINTENANCE DATA

- A. Contractor is to provide three (3) Sets of Operation and Maintenance Manuals 10 days prior to Substantial Completion, for review by the Architect.
 - 1. Manuals shall be bound in rigid 3-ring binders with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project printed on the cover. Internally subdivide the binder contents with permanent tabbed page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs. Prepare a Table of Contents for each volume, with each Product or system description identified, type on 24 pound white paper.
 - 2. Manuals are to include:
 - a. Directory - List names addresses and telephone numbers of :
 - 1) Architect
 - 2) Contractor
 - 3) Subcontractors
 - 4) Major equipment suppliers.
 - b. General Information - Provide copies of each of the following:

- 1) Certificate of Occupancy
 - 2) Lien Releases
 - 3) Consent of Surety
 - 4) Certificates of Insurance
 - 5) Contractors and Subcontractors One-Year Warranty.
 - 6) Extended Warranties required in Individual Specification Sections.
 - 7) Air and water balance reports.
 - 8) Certificates.
 - 9) Photocopies of warranties and bonds.
 - 10) Signed Receipt of Extra Stock Items (Form at end of this Section 01 70 00).
 - 11) Copy of Keying Schedule.
 - 12) Signed Form that Operation and Maintenance Instruction has been completed with Owner's Representative (Form at end of this Section 01 70 00).
 - 13) Certified Completed Punch List.
- c. Operation and Maintenance Instructions Divisions 2-14 - Arranged by specification section and for each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Including, but not limited to, the following:
- 1) Significant design criteria.
 - 2) List of equipment.
 - 3) Parts list for each component.
 - 4) Operating instructions.
 - 5) Maintenance instructions for equipment and systems.
 - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- d. Operation and Maintenance Instructions Division 22 & 23 - Arranged by specification section and for each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Including, but not limited to, the following:
- 1) Significant design criteria.
 - 2) List of equipment.
 - 3) Parts list for each component.
 - 4) Operating instructions.
 - 5) Maintenance instructions for equipment and systems.
 - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- e. Operation and Maintenance Instructions Division 26-28 - Arranged by specification section and for each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Including, but not limited to, the following:
- 1) Significant design criteria.
 - 2) List of equipment.
 - 3) Parts list for each component.
 - 4) Operating instructions.
 - 5) Maintenance instructions for equipment and systems.
 - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- f. Operation and Maintenance Instructions Division 31-33 - Arranged by specification section and for each category, identify names, addresses, and

telephone numbers of Subcontractors and suppliers. Including, but not limited to, the following:

- 1) Significant design criteria.
 - 2) List of equipment.
 - 3) Parts list for each component.
 - 4) Operating instructions.
 - 5) Maintenance instructions for equipment and systems.
 - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
3. Submit one copy of completed volumes in final form 10 days prior to Substantial Completion. This copy will be returned with Architect comments. Revise content of documents as required prior to Final Completion.
 4. Final O&M Manuals shall be presented to Architect at Final Completion.

1.5 INSTRUCTIONAL DVDS

- A. Contractor shall provide Owner with three (3) copies of professionally produced Instructional DVDs with the Operations and Maintenance Manuals.
- B. Submit 10 days prior to Substantial Completion for Review by the Architect.
- C. Reviewed Instructional DVDs shall be presented to the Architect at Final Completion.

1.6 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion and, if necessary, provide additional cleaning in areas of Work prior to Final Completion.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.7 ADJUSTING

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

1.8 EXTENDED WARRANTY

- A. Contractor shall secure guarantees and/or warranties required for each section of the work, properly addressed and signed and in favor of Owner. Execute and assemble documents from Subcontractors, suppliers, and manufacturers as identified under Final Project Record Documents above.
- B. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.9 SPARE PARTS, MAINTENANCE MATERIALS, & EXTRA STOCK ITEMS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Handling and storage requirements outlined in Section 01 60 00 - Material and Equipment

- shall be met.
- C. Maintain spare products in original containers with labels intact and legible until delivery to Owner.
 - D. Coordinate delivery with Owner. Deliver and unload spare products to the designated location prior to Substantial Completion.
 - E. Obtain written verification of quantities and acceptance of spare parts and maintenance materials from authorized Owner's representative. (Form provided following this Section).

1.10 CLOSEOUT PROCEDURES FOR SUBSTANTIAL COMPLETION

- A. Provide the following items:
 - 1. Submit Project Record Drawings and Documents ten (10) days prior to Contractor's Request for Substantial Completion.
 - 2. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
 - 3. Submit a list of Project Deficiencies to the Architect 48 hours minimum prior to Substantial Completion Review.
 - 4. Provide submittals to Architect that are required by governing or other authorities.
 - 5. Owner will occupy portions of the building as specified in Section 01 11 00 upon Substantial Completion.
- B. Should status of completion of work require additional review by Architect due to failure of work to comply with Contractor's claim of Substantial Completion, Owner will deduct the amount of compensation for additional review services from final payment to Contractor.

1.11 CLOSEOUT PROCEDURES FOR FINAL COMPLETION

- A. Submit Final Record Drawings and Documents.
- B. Submit Final Operations and Maintenance Manuals and Instructional DVDs.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Should status of final completion of work require additional review by Architect due to failure of work to comply with Contractor's claim of Final Completion, Owner will deduct the amount of compensation for additional review services from final payment to Contractor.

PART 2 - PRODUCTS – NOT USED.

PART 3 - EXECUTION – NOT USED.

END OF SECTION 01 70 00

OPERATION AND MAINTENANCE INSTRUCTION

The Operation and Maintenance Procedures for the following list of systems has been demonstrated to the Owner's representatives on the dates indicated below. This form is to be included in the Operation and Maintenance Manuals - Part 2.

<u>INITIAL</u>	<u>SYSTEM DEMONSTRATED</u>	<u>DATE</u>
_____	H.V.A.C.	_____
_____	PLUMBING	_____
_____	FIRE PROTECTION	_____
_____	ELECTRICAL	_____
_____	COMMUNICATIONS	_____
_____	AUDIO/VISUAL	_____
_____	OTHER	_____
_____		_____
_____		_____

Contractor's Representative _____

Owner's Representative _____

RECEIPT FOR EXTRA STOCK ITEMS

The following list of items taken from individual specification sections has been delivered to the Owner. Receipt is indicated by signatures of Owner and Contractor. This form is to be included in the Operations and Maintenance Manuals - Part 2.

<u>QUANTITY</u>	<u>ITEM</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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Contractor's Representative _____

Owner's Representative _____

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SECTION 01 80 00

KEYNOTE SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Drawings and details in these documents have been annotated using a "Keynoting" system to improve drawing clarity and document coordination. The first six digits of the keynote indicate the specification section covering the referenced item. Following a decimal point is a two digit number which serves to make each keynote unique.
- B. As in other annotation systems, this system is not intended to remove the contractor's responsibility for submitting a complete and comprehensive bid that covers all work associated with the Work being bid. While every effort has been made to ensure that all work covered by keynotes is properly cross-referenced to a specification section and division, it is not represented to be a comprehensive list of all the work. All provisions of the Specifications are no less applicable than they would be in the absence of an integrated keynoting system.
- C. Be aware that not all sections of work or portions of work occurring within the graphic portions of the contract documents may have been annotated using the keynoting system.

PART 2 - PRODUCTS – NOT USED.

PART 3 - EXECUTION – NOT USED.

END OF SECTION 01 80 00

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SECTION 02 41 16

STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition of designated structures, portions of structures, and removal of materials from site to approved and qualified landfills.
 - 2. Disconnection, capping, and removal of identified utilities.
 - 3. Minor demolition at existing locations for tie-in of new construction.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. 2018 International Building Code. (2018 IBC)
- C. 2018 International Existing Building Code. (2018 IEBC)
- D. 2018 International Fire Code. (2018 IFC)
- E. 2018 International Energy Conservation Code. (2018 IECC).
- F. 2018 International Mechanical Code. (2018 IMC)
- G. 2018 International Fuel Gas Code. (2018 IFGC)
- H. 2017 Idaho State Plumbing Code.
- I. 2023 National Electric Code. (2023 NEC)

1.3 SUBMITTALS

- A. Submit under provisions of Division 01.
- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of barricades, fences, and temporary work.

1.4 QUALITY ASSURANCE

- A. Project Record Documents:
 - 1. Submit under provisions of Division 01.
 - 2. Accurately record actual locations of capped utilities, subsurface obstructions, and provide copy to Architect.
- B. Qualifications:
 - 1. Demolition Firm: Company specializing in performing the Work of this Section with minimum three (3) years experience.
- C. Regulatory Requirements:
 - 1. Conform to applicable codes for demolition of structure, safety of adjacent structures, dust control, and disposal.
 - 2. Obtain required permits from all authorities having jurisdiction.
 - 3. Notify affected utility companies before starting work and comply with their requirements.
 - 4. Do not close or obstruct roadways, sidewalks, or hydrants without permits.
 - 5. Conform to procedures applicable when dealing with hazardous or contaminated materials.

1.5 DELIVERY, STORAGE, AND HANDLING – NOT USED.

1.6 PROJECT/SITE CONDITIONS

A. Existing Project Conditions:

1. Review Owner-provided Asbestos Inspection Report and separate Asbestos Abatement Technical Specification prior to bidding and commencement of work. Incorporate and coordinate owner-provided documents with construction documents and planned demolition and construction sequences, coordinate with the General Contractor.

1.7 SEQUENCING AND SCHEDULING

A. Sequence work under the provisions of Division 01.

B. Schedule work under the provisions of Division 01.

1.8 EXTENDED WARRANTY – NOT USED.

1.9 MAINTENANCE – NOT USED.

PART 2 - PRODUCTS

2.1 MANUFACTURERS – NOT USED.

2.2 MATERIALS – NOT USED.

2.3 MANUFACTURED UNITS – NOT USED.

2.4 EQUIPMENT – NOT USED.

2.5 COMPONENTS – NOT USED.

2.6 ACCESSORIES – NOT USED.

2.7 MIXES – NOT USED.

2.8 FABRICATION – NOT USED.

2.9 SOURCE QUALITY CONTROL – NOT USED.

PART 3 - EXECUTION

3.1 EXAMINATION – NOT USED.

3.2 PREPARATION

A. Provide, erect, and maintain temporary barriers and security devices.

B. Protect existing landscaping materials, appurtenances, structures, and utilities which are not to be demolished.

C. Prevent movement or settlement of adjacent structures.

D. Provide bracing and shoring if required.

E. Mark location of utilities.

3.3 DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent structures.

B. Cease operations immediately if adjacent structures appear to be in danger. Notify Owner. Do not resume operations until directed.

C. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.

D. Keep work sprinkled with water to minimize dust. Provide hoses and water connections for this purpose.

- E. Disconnect, remove, cap, and identify designated utilities within demolition areas.
- F. Remove all demolished structures completely to four feet below finish grade. Remove all material that may decompose and/or compress from below grade.
- G. Remove concrete slabs-on-grade.
- H. Fracture basement slabs of demolished buildings to allow the percolation of ground water.
- I. Backfill open pits and holes caused as a result of demolition. Install in 12 inch lifts and achieve required compaction.
- J. Rough grade and compact areas affected by demolition to maintain site grades and contours.
- K. Remove demolished materials not needed or not suitable for use as fill material from site to approved and qualified landfills.
- L. Do not burn materials on site. Leave site in clean condition.

3.4 MATERIAL DISPOSAL

- A. Salvage: Remove, protect, and relocate materials designated to remain property of Owner.
- B. Disposal:
 - 1. Materials, equipment, and debris resulting from demolition operations becomes property of Contractor. Remove debris as soon as practical.
 - 2. Cover debris in trucks to prevent spillage during transportation.
 - 3. Do not store or burn materials on site.
 - 4. Transport debris to off site disposal area and legally dispose of.

3.5 FIELD QUALITY CONTROL – NOT USED.

3.6 ADJUSTING – NOT USED.

3.7 CLEANING – NOT USED.

3.8 DEMONSTRATION – NOT USED.

3.9 PROTECTION – NOT USED.

3.10 SCHEDULES – NOT USED.

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SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Division 08 – Openings.

1.2 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. WCLIB: West Coast Lumber Inspection Bureau.
 - 4. WWPA: Western Wood Products Association.

1.3 REFERENCE STANDARDS

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American Wood Protection Association (AWPA) (www.awpa.com):
 - 1. U1 - Use Category System - User Specification for Treated Wood.
- C. ASTM International (ASTM):
 - 1. A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 2. A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 Tensile Strength.
 - 3. A563 - Standard Specification for Carbon and Alloy Steel Nuts.
 - 4. B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.
 - 5. D2559 - Standard Specification for adhesives for Bonded Structural Wood Products for Use Under Exterior Exposure Conditions.
 - 6. D3498 - Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing.
 - 7. D5055 - Standard Specification for Establishing the Monitoring Structural Capacities of Prefabricated Wood I-Joists.
 - 8. D5456 - Standard Specification for Evaluation of Structural Composite Lumber Products.
 - 9. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 10. E488 - Standard Test Methods for Strength of Anchors in Concrete Elements.
 - 11. F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
 - 12. F594 - Standard Specification for Stainless Steel Nuts.
 - 13. F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- D. American Lumber Standard Committee (ALSC) (www.alsc.org).

- E. Engineered Wood Association (APA) (www.apawood.org):
 - 1. PRP-108 - Performance Standards and Qualification Policy for Wood Structural Panels.
- F. Forest Stewardship Council (FSC) (www.us.fsc.org)
 - 1. STD-40-004 - Chain of Custody Standard.
- G. National Institute of Standards and Technology (NIST) (www.nist.gov):
 - 1. Product Standard PS 20 - American Softwood Lumber Standard.
- H. Northeastern Lumber Manufacturers Association (NELMA) (www.nelma.org):
 - 1. Standard Grading Rules for Northeastern Lumber.
- I. National Lumber Grades Authority (NLGA) (www.nlga.org):
 - 1. Standard Grading Rules for Canadian Lumber.
- J. West Coast Lumber Inspection Bureau (WCLIB) (www.wclib.org):
 - 1. Standard Grading Rules for West Coast Lumber.
- K. Western Wood Products Association (WWPA) (www.wwpa.org)
 - 1. G-5 - Western Lumber Grading Rules.
 - 2. Standard Specifications for Grades of California Redwood Lumber.
- L. 2009 ANSI A117.1 – Accessible and Usable Buildings and Facilities
- M. 2018 International Building Code. (2018 IBC).
- N. 2018 International Existing Building Code. (2018 IEBC).

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment Manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 3. Include copies of warranties from chemical treatment Manufacturers for each type of treatment.
- B. Fastener Patterns: Full-size templates for fasteners in exposed framing.
- C. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- D. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Wood-preservative-treated wood.
 - 2. Power-driven fasteners.
 - 3. Powder-actuated fasteners.
 - 4. Expansion anchors.
 - 5. Metal framing anchors.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single Manufacturer.
- B. Qualifications:
 - 1. Plywood grading agency: Certified by APA.
 - 2. Lumber grading agency: Certified by ALSC.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground, masonry or concrete and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWPA C27 (plywood).
 - 1. Use Exterior type for exterior locations and where indicated.
 - 2. Use Interior Type A, High Temperature (HT) for enclosed roof framing and where indicated.
 - 3. Use Interior Type A, unless otherwise indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
- C. For exposed items indicated to receive a stained or natural finish, use chemical formulations

that do not bleed through, contain colorants, or otherwise adversely affect finishes.

- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Plywood panels where indicated as fire-retardant treated.
 - 2. Dimensional lumber members where indicated as fire-retardant treated.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
 - 6. Grounds.
- B. For items of dimension lumber size, provide grade lumber with 19 percent maximum moisture content of any species.
- C. For concealed boards, provide lumber with 19 percent maximum moisture content.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A307, Grade A; with ASTM A563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F593 and ASTM F594, Alloy Group 1 or 2.

2.6 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, Manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- C. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings or comparable products by one of the following:
 - 1. Alpine Engineered Products, Inc. (www.alpeng.com).
 - 2. Cleveland Steel Specialty Co. (www.clevelandsteel.com).
 - 3. KC Metals Products, Inc. (www.kcmetals.com).
 - 4. Simpson Strong-Tie Co., Inc. (www.strongtie.com).
 - 5. USP Structural Connectors. (www.uspconnectors.com).
- D. Allowable Design Loads: Per structural requirements. Provide products with allowable design loads, as published by Manufacturer that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.7 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive Manufacturer.
 - 1. Use adhesives that have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with Manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim. Including OFOI equipment and materials indicated on drawings.
- F. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches O.C. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches O.C. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.
 - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.
 - 4. Fire block concealed spaces behind combustible cornices as required.

- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
 - 4. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
 - 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.
- K. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.
 - 1. Comply with approved fastener patterns where applicable. Before fastening, mark fastener locations, using a template.
 - 2. Use finishing nails, unless otherwise indicated. Do not countersink nail heads.

3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION – NOT USED.

END OF SECTION 06 10 00

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SECTION 07 42 00

LAMINATED METAL FACED PANELS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Laminated Metal Faced Panels
 - 2. Accessories
- B. Related Sections:
 - 1. Division 01 – General Conditions.
 - 2. Section 07 92 00 – Sealants.
 - 3. Section 08 41 13 – Aluminum Framed Entrances and Storefronts.
 - 4. Section 08 51 13 – Aluminum Windows.

1.2 QUALITY ASSURANCE

- A. Panel manufacturer shall have a minimum of 25 years experience.
- B. Field measurements shall be taken prior to completion of manufacturing and cutting.
- C. Maximum deviation from vertical and horizontal alignment of installed panels is 1/8 inch (3mm) in 20 feet (6m) non-commutative.

1.3 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American Society of Testing Materials (ASTM)
 - 1. E330 - Structural Performance of Exterior Windows, Curtain Walls and Doors under the influence of wind loads.
 - 2. D1781 - Climbing Drum Peel Test for Adhesives.
 - 3. D3363 - Method for Film Hardness by Pencil Test.
 - 4. D2794 - Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
 - 5. D3359 - Method for Measuring Adhesion by the tape test.
- C. Idaho Building Code Codes and Standards:
 - 1. 2018 International Building Code
 - 2. 2018 International Existing Building Code
 - 3. 2018 International Energy Conservation Code.

1.4 SYSTEM DESCRIPTION

- A. Panels consist of metal skins laminated to stabilizer substrates with an insulating core material.
- B. Panels are designed to be glazed into a window system or curtain wall system.

1.5 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Division 01.
- B. Submission Drawings: Indicate thickness, dimension and components of parts. Detail glazing methods, framing, and tolerances to accommodate thermal movement.

- C. Submit manufacturer's installation instructions under provisions of Division 01.
- D. Samples:
 - 1. Panel makeup – 2 samples – 10 by 10 inches.
 - 2. Two samples of each color and finish texture – 3 by 5 inches.
- E. Affidavit certifying materials meet all requirements as specified.

1.6 WARRANTIES

- A. Furnish Manufacturer's 20-year warranty providing coverage against chipping, cracking, or fading.
- B. Furnish Manufacturer's 25-year warranty providing coverage against delamination of panel.

1.7 DELIVER, STORAGE AND HANDLING

- A. Protect finish and edge in accordance with panel Manufacturer's recommendations.
- B. Store materials in accordance with panel Manufacturer's recommendations.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Design Basis: Contract Documents and warranty are based on products by:
 - 1. Mapes Industries. (www.mapes.com).
 - 2. Product: Mapes R
- B. Substitutions under provisions of Division 01.

2.2 MATERIALS

- A. Panel A:
 - 1. Exterior Substrate: Fiber reinforced cement board
 - 2. Interior Substrate: 3/16-inch tempered hardboard
 - 3. Cores: 2-lb density Polyisocyanurate
 - 4. Interior Finish: : 0.063-inch Standard Kynar on 0.032-inch steel.
 - 5. Exterior Finish: 0.063-inch Standard Kynar on 0.032-inch steel.

2.3 ACCESSORIES

- A. Recommended for use as an infill panel component in window and curtain wall systems. Related material to complete installation as recommended by the Manufacturer.
- B. Seals against moisture intrusion as recommended by the Manufacturer.
- C. Silicone based sealant with a 20-year life.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Panel surfaces shall be free from defects prior to installation.

3.2 EXECUTION

- A. Erect panels plumb, level, and true.

- B. Glaze panels securely and in accordance with approved shop drawings and Manufacturers instruction to allow for necessary thermal movement and structural support.
- C. Do not install panels that are observed to be defective including warped, bowed, dented, scratched, and delaminating components.
- D. Weather seal all joints as required using methods and materials as previously specified.
- E. Separate dissimilar metals using gasketed fasteners and blocking to eliminate the possibility of electrolytic reaction.

3.3 ADJUSTING AND CLEANING

- A. Remove masking film as soon as possible after installation. Masking intentionally left in place after panel installation will be the responsibility of the contractor.
- B. Weep holes and drainage channels must be unobstructed and free from dirt and sealant.

END OF SECTION 07 42 00

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SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal flashings and trim.
 - 2. Edge flashings.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 07 92 00 - Joint Sealants.
 - 3. Division 08: Openings.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American Architectural Manufacturers Association (AAMA):
 - 1. 611 - Voluntary Specification for Anodized Architectural Aluminum.
 - 2. 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel Substrates.
 - 3. 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Architectural Extrusions and Panels.
 - 4. 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Architectural Extrusions and Panels.
- C. American National Standards Institute/Single Ply Roofing Institute (ANSI/SPRI) ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.
- D. ASTM International (ASTM):
 - 1. A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
 - 2. A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
 - 3. A755 - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 4. A792 - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 5. A1011 - Standard Specification for Sheet, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
 - 6. B32 - Standard Specification for Solder Metal.
 - 7. B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 8. B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 - 9. B506 - Specification for Copper-Clad Stainless Steel Sheet and Strip for Building Construction.
 - 10. B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.

- 11. D2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
- 12. D4214 - Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.
- E. Sheet Metal and Air Conditioning Manufacturer's Association International (SMACNA) - Architectural Sheet Metal Manual.
- F. 2018 International Building Code. (2018 IBC).

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Submit shop drawings and product data under provisions of Division 01.
 - 2. Shop Drawings: Show locations, types and thicknesses of metal, profiles, dimensions, fastening methods, provisions for expansion and contraction, and joint details.
 - 3. Samples:
 - a. Each flashing and trim profile, minimum 12 inches long. Include corners where applicable.
 - b. 4 by 4 inch prefinished metal samples showing available colors.

1.4 QUALITY ASSURANCE

- A. Fabricator and Installer Qualifications: Minimum five (5) years documented experience in work of this Section.
- B. Design, fabricate, and install metal components in accordance with ANSI/SPRI ES-1 and SMACNA.
- C. Conform to SMACNA Manual for nominal sizing of gutters, scuppers, collector boxes, and downspouts for rainfall intensity determined by a storm occurrence of 1 in 100 years.
- D. Mockup: May be requested by Architect of any sheet metal flashing and trim.

1.5 EXTENDED WARRANTY

- A. Under provisions of Division 01.
- B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within 25 years from date of Substantial Completion, including:
 - 1. Color fading in excess of 5 Hunter units per ASTM D2244.
 - 2. Chalking in excess of No. 6 rating per ASTM D4214.
 - 3. Failure of adhesion, peeling, checking, or cracking.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Galvanized Steel Sheet:
 - 1. ASTM A653, Structural Quality, G90, galvanized coating class, 24 gage core steel unless noted otherwise.
- B. Aluminum-Zinc Alloy-Coated Steel Sheet:
 - 1. ASTM A792, Structural Quality, Grade 50, Coating Class AZ55 (Grade 340, Coating Class AZM165) unpainted Galvalume Plus coating.
 - 2. Finish: Clear
- C. Aluminum-Zinc Alloy-Coated Steel Sheet:

1. ASTM A792, Structural Quality, Grade 50, Coating Class AZ50 (Grade 340, Coating Class AZM150), prepainted by the coil-coating process per ASTM A755.
2. Finish: Fluoropolymer Two-Coat System: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 62.
3. Finish: Fluoropolymer Two-Coat Metallic System: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF metallic fluoropolymer color coat, AAMA 621.
4. Interior Finish: 0.5 mil total dry film thickness consisting of primer coat and wash coat of Manufacturer's standard light-colored acrylic or polyester backer finish.

2.2 MANUFACTURED UNITS

- A. Material and thickness
 1. 24 gage galvanized steel.
 2. Standard zinc finish for concealed locations.
 3. Factory applied Kynar 500 finish for exposed locations.
 4. Fasteners in stainless steel, drive pin type with neoprene faced stainless steel washers.

2.3 ACCESSORIES

- A. Solder: ASTM B32.
- B. Fasteners: Stainless steel, same finish as sheet metal, with neoprene gasketed washers where exposed.
- C. Joint Sealants: Specified in Section 07 92 00. Color to match metal finish.
- D. Protective Backing Paint: Bituminous.
- E. Anchorage Devices: SMACNA requirements.
- F. Gutter Supports: Hangers and Concealed Straps.
- G. Downspout Supports: Straps.
- H. Primer: Zinc chromate type.
- I. Protective Back Coating: FS TT-C-494, bituminous.

2.4 FABRICATION

- A. Provide sheet metal flashing and trim components gauge and finish equal to system component material gauge and finish.
- B. Fabricate components in accordance with SMACNA Manual, Contract Documents, and System Manufacturer's documented profiles.
- C. Pop rivet and seal joints at prefinished metal details.
- D. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- E. Form sections accurate to size and shape, square and free from distortion and defects.
- F. Provide for thermal expansion and contraction in sheet metal:
 1. Joint width: Consistent with types and sizes of materials, minimum width 1/4 inch.
- G. Unless otherwise indicated, provide minimum 3/4 inch wide flat lock seams; lap in direction of water flow.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install flashing and sheet metal as indicated and in accordance with SMACNA Manual and Contract Documents.
- B. Install cleats and starter strips before starting installation of sheet metal. Fasten at 6 inches on center maximum.
- C. Expansion Joints in Metal Copings and Edge Flashings:
 - 1. Center backing plate between flashing pieces at end joints.
 - 2. Apply two continuous beads of joint sealer between backing plate and flashing sections at each end.
 - 3. Install flashing pieces with 1/2 inch expansion space at abutting ends; apply sealer to expansion space.
 - 4. Apply two continuous beads of joint sealer between cover plate and flashing sections at each end.
- D. Secure flashings with concealed fasteners where possible.
- E. Apply plastic cement between metal and bituminous flashings.
- F. Fit flashings tight, with square corners and surfaces true and straight.
- G. Seam and seal field joints.
- H. Separate dissimilar metals with bituminous coating or non-absorptive gaskets.
- I. Apply joint sealant as specified in Section 07 92 00.
- J. Provide splash blocks under each downspout not accommodated by underground drain system.

3.2 CLEANING

- A. Clean sheet metal; remove slag, flux, stains, spots, and minor abrasions without etching surfaces.

END OF SECTION 07 62 00

SECTION 07 92 00

SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Preparing sealant substrate surfaces.
 - 2. Sealant and backing.
 - 3. Expandable Expansion Joints.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 07 62 00 - Sheet Metal Flashing and Trim
 - 3. Section 08 11 13 - Hollow Metal Doors and Frames
 - 4. Section 08 41 13 - Aluminum Framed Entrances and Storefronts
 - 5. Section 09 29 00 - Gypsum Board
 - 6. Miscellaneous locations as shown on drawings.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American Society of Testing and Materials International (ASTM) (www.astm.org):
 - 1. C510 - Standard Test Method for Staining and Color Change of Single- or Multicomponent Joint Sealants.
 - 2. C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle) 1, 2.
 - 3. C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
 - 4. C834 - Standard Specification for Latex Sealants.
 - 5. C919 - Standard Practice for Use of Sealants in Acoustical Applications.
 - 6. C920 - Standard Specification for Elastomeric Joint Sealants.
 - 7. C1193 - Standard Guide for Use of Joint Sealants.
 - 8. C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
 - 9. C1311 - Standard Specification for Solvent Released Sealants.
 - 10. C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
 - 11. D2203 - Standard Test Method for Staining from Sealants.
 - 12. E814 - Standard Test Method of Fire Tests of Through-penetrations Firestops.
- C. 2018 International Building Code. (2018 IBC).
- D. Sealant Waterproofing and Restoration Institute (SWRI) (www.swrionline.org):
 - 1. Sealant and Caulking Guide Specification.
- E. 2018 International Existing Building Code. (2018 IEBC).

1.3 SUBMITTALS

- A. Submit information as outlined in Schedule of Required Submittals of Division 01.
- B. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, color and availability.
- C. Submit Manufacturer's installation instructions under provisions of Division 01.
- D. Submit Manufacturer's certificate under provisions of Division 01 that products meet or

exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with a minimum of Ten (10) year's experience.
- B. Applicator: Company specializing in applying the work of this Section with minimum five (5) years' experience.
- C. Conform to SWI requirements for materials and installation.
- D. All sealant products shall contain low VOC's and be isocyanurate free.

1.5 DELIVERY, STORAGE, AND HANDLING – NOT USED.

1.6 PROJECT/SITE CONDITIONS

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

1.7 SEQUENCING AND SCHEDULING

- A. Coordinate the work of this Section with all sections referencing this Section.

1.8 EXTENDED WARRANTY

- A. Furnish Manufacturer's Ten (10) year warranty providing coverage for sealants and accessories that fail to provide air and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.
- B. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant Manufacturer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within Ten (10) years from date of Substantial Completion.
- C. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirement specified in this Section within two (2) years from date of Substantial Completion.

1.9 MAINTENANCE – NOT USED.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Expandable Expansion Joint:
 - 1. Emseal. (www.emseal.com).
 - 2. Polytite Manufacturing Corp. (www.polytite.com)
 - 3. Substitutions: Under provisions of Division 01.
- B. Acceptable Manufacturers:
 - 1. BASF Building Systems. (www.buildingsystems.basf.com).
 - 2. Bostik. (www.bostic.us.com).
 - 3. DAP. (www.dap.com).
 - 4. Dow Corning Corp. (www.dowcorning.com).
 - 5. GE Silicones. (www.siliconeforbuilding.com).

- 6. Pecora Corp. (www.pecora.com).
 - 7. Sika Corp. (www.sikausa.com).
 - 8. Tremco, Inc. (www.tremcosealants.com).
- C. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. A. Joint Sealant Type A:
 - 1. ASTM C920, Grade P, multiple component polyurethane type, self-leveling grade.
 - 2. Movement capability: Plus, or minus 25 percent.
 - 3. Color: To be selected from Manufacturer's full color range.
- B. Joint Sealant Type B1:
 - 1. ASTM C920, Grade NS, single or multiple component polyurethane type, non sag.
 - 2. Movement capability: Plus, or minus 25 percent.
 - 3. Color: To be selected from Manufacturer's full color range.
- C. Joint Sealer Type B2:
 - 1. ASTM C920, Grade NS, single or multiple component silicone type, non sag.
 - 2. Movement capability: Plus, or minus 25 percent.
 - 3. Color: To be selected from Manufacturer's full color range.
- D. Joint Sealer Type C:
 - 1. ASTM C920, Grade NS, single component butyl rubber type, non sag.
 - 2. Movement capability: Plus, or minus 12-1/2 percent.
 - 3. Color: To be selected from Manufacturer's full color range.
- E. Joint Sealer Type D:
 - 1. ASTM C834, single component acrylic latex, non sag.
 - 2. Movement capability: Plus, or minus 7-1/2 percent.
 - 3. Color: To be selected from Manufacturer's full color range.
- F. Joint Sealer Type E:
 - 1. ASTM C920, Grade NS, single component silicone, non sag, mildew resistant.
 - 2. Movement capability: Plus, or minus 25 percent.
 - 3. Color: To be selected from Manufacturer's full color range.
- G. Joint Sealer Type F:
 - 1. ASTM C920, Grade NS, single component polyurethane type, non sag, recommended by Manufacturer for continuous water immersion.
 - 2. Movement capability: Plus, or minus 25 percent.
 - 3. Color: To be selected from Manufacturer's full color range.
- H. Joint Sealer Type G:
 - 1. ASTM C834, single component acrylic latex, non sag, non-hardening, non-corrosive, recommended by Manufacturer for acoustical applications.
 - 2. Movement capability: Plus, or minus 7-1/2 percent.
 - 3. Color: To be selected from Manufacturer's full color range.

2.3 MANUFACTURED UNITS – NOT USED.

2.4 EQUIPMENT – NOT USED.

2.5 COMPONENTS – NOT USED.

2.6 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant Manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant Manufacturer; compatible with joint forming materials.
- C. Bond Breaker: Pressure sensitive tape recommended by sealant Manufacturer to suit application.

- D. Joint Filler: Provide at locations where required. Use Manufacturer's recommended product for materials in contact with filler.
- E. Cylindrical Sealant Backings: ASTM C1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Type C: Use on sidewalks and other horizontal surfaces.
 - 2. Type O: Open-cell material, utilized in all locations, where closed cell joint backing is not specified.

2.7 SOURCE QUALITY CONTROL – NOT USED.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that joint openings are ready to receive work and field measurements are as shown on Drawings and recommended by the Manufacturer.
- B. Beginning of installation means the installer accepts existing substrate.

3.2 PREPARATION

- A. Clean and prime joints in accordance with Manufacturer's instructions.
- B. Remove loose materials and foreign matter which might impair adhesion of sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Protect elements surrounding the work of this Section from damage or disfiguration.

3.3 INSTALLATION

- A. Install sealant in accordance with Manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within recommended application temperature ranges. Consult Manufacturer when sealant cannot be applied within these temperature ranges.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints channel shaped such that joints will not trap moisture and dirt.
- H. Install sealant wherever a change in material exists.

3.4 FIELD QUALITY CONTROL – NOT USED.

3.5 ADJUSTING – NOT USED.

3.6 CLEANING

- A. Clean work under provisions of Division 01.
- B. Clean adjacent soiled surfaces.
- C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.7 DEMONSTRATION – NOT USED.

3.8 PROTECTION

- A. Protect finished installation under provisions of Instructions to Bidders.

- B. Protect sealants until cured.

3.9 SCHEDULES

- A. Joint Sealant Type A:
 - 1. Self-leveling polyurethane sealer for traffic-bearing applications.
 - 2. Joints in horizontal surfaces subject to pedestrian or vehicular traffic
- B. Joint Sealant Type B1:
 - 1. Non-sag polyurethane sealer for vertical and non-traffic bearing horizontal applications where a high amount of movement is anticipated.
 - 2. Joints in above grade surfaces.
- C. Joint Sealant Type B2:
 - 1. Non-sag polyurethane sealer for vertical and non-traffic bearing horizontal applications where a high amount of movement is anticipated.
 - 2. Joints in above grade surfaces.
- D. Joint Sealant Type C:
 - 1. Non-sag sealer for vertical and non-traffic bearing horizontal applications where a moderate amount of movement is anticipated.
 - 2. Joints in above grade surfaces.
- E. Joint Sealant Type D:
 - 1. Non-sag sealer for vertical applications where a minimal amount of movement is anticipated.
- F. Joint Sealant Type E:
 - 1. Non-sag sealer for applications in potentially damp areas where mildew could occur.
 - 2. Joints in toilet rooms, countertops, kitchens, etc.
- G. Joint Sealant Type F:
 - 1. Applications for continuous water immersion.
 - 2. Joints in showers, fountains, water features, etc.
- H. Joint Sealant Type G:
 - 1. Non-sag sealant for acoustical applications.
 - 2. Joints in acoustical assemblies.
- I. Specialized Joint Sealants.
 - 1. Applications in strict accordance to Manufacturers documented assembly types.

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SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Hollow Steel Doors and Frames.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 07 21 19 – Foamed in Place Insulation
 - 3. Section 08 71 00 - Door Hardware.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American National Standards Institute (ANSI)/Steel Door Institute (SDI):
 - 1. A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finished Painted Steel for Steel Doors and Frames.
 - 2. A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frame Anchors and Hardware Reinforcing.
 - 3. A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
 - 4. A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
 - 5. A250.11 - Recommended Erection Instructions for Steel Frames.
- C. ASTM International (ASTM) (www.astm.org):
 - 1. A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
 - 2. A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
 - 3. A1008 - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
 - 4. C518 - Standard Test Method for Steady State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 5. E413 - Classification for Rating Sound Insulation.
- D. National Fire Protection Association (NFPA) (www.nfpa.org):
 - 1. 80 - Standard for Fire Doors and Fire Windows.
 - 2. 252 - Fire Tests for Door Assemblies.
- E. American National Standards Institute (ANSI)/Steel Door Institute (SDI) (www.steeldoor.org):
 - 1. A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finished Painted Steel for Steel Doors and Frames.
 - 2. A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frame Anchors and Hardware Reinforcing.
 - 3. A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
 - 4. A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
 - 5. A250.11 - Recommended Erection Instructions for Steel Frames.
- F. Underwriters Laboratories (UL) (www.ul.com):
 - 1. 10B - Standard for Fire Tests of Door Assemblies.
 - 2. 10C - Standard for Positive Pressure Fire Tests of Door Assemblies.

- G. Door Hardware Institute. (DHI) - The Installation of Commercial Steel Doors and Steel Frames Insulated Steel Doors in Wood Frames and Builder's Hardware.
- H. 2009 ANSI A117.1 – Accessible and Usable Buildings and Facilities.
- I. 2018 International Building Code. (2018 IBC).
- J. 2018 International Existing Building Code. (2018 IEBC).

1.3 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Division 01.
- B. Indicate frame configuration, anchor types and spacings, location of cutouts for hardware, reinforcement, and finish.
- C. Indicate door elevations, internal reinforcement, closure method, and cutouts for glazing.
- D. Certificates of Compliance: Certification that products furnished comply with ANSI/SDI A250.3, ANSI/SDI 250.4, and ANSI/SDI A250.10.E. Submit Manufacturer's installation instructions under provisions of Division 01.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Conform to requirements of ANSI/SDI A250.8.
 - 2. Fire rated door and frame construction to conform to NFPA 252.
 - 3. Installed frame and door assembly to conform to NFPA 80 for fire-rating indicated in Door Schedule, Section 08 06 10.
 - 4. Installed H.M. light assemblies to conform to NFPA 80 for fire-rated classification.
 - 5. Provide door and frame labeling required as per 2018 IBC.
 - 6. Perform work in accordance with ANSI/SDI A250.11.

1.5 DELIVERY, STORAGE AND PROTECTION

- A. Deliver, Store, and Protect products under provisions of Division 01.
- B. Protect doors with resilient packaging sealed with heat shrunk plastic.
- C. Break seal on site to permit ventilation.
- D. Store doors upright in protected, dry area, off ground or floor, with at least 1/4 inch space between individual units.
- E. Do not cover with non vented coverings that create excessive humidity.
- F. Remove wet coverings immediately.

1.6 PROJECT/SITE CONDITIONS – NOT USED.

1.7 SEQUENCING AND SCHEDULING – NOT USED.

1.8 EXTENDED WARRANTY – NOT USED.

1.9 MAINTENANCE – NOT USED.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Benchmark Commercial Doors. (www.benchmarkdoors.com).
- B. Ceco Door. (www.cecodoor.com).
- C. Curries. (www.curries.com).
- D. Deansteel Manufacturing, Inc. (www.deansteel.com).
- E. Pioneer Industries, Inc. (www.pioneerindustries.com).
- F. Republic Builders Products Corporation. (www.republicdoor.com).
- G. Steelcraft. (www.steelcraft.com)

H. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Doors: ANSI/SDI A250.8:
 - 1. Half Glass and Exterior Flush Doors:
 - a. Level III – Extra Heavy Duty.
 - b. Gauge - 16 gauge,
 - c. Model 2 – Seamless.
- B. Frames: ANSI/SDI A250.8:
 - 1. Exterior Doors and Frames:
 - a. 16 gauge thick (doors and frames) material, metallic-coated steel sheets meeting ASTM A653 , commercial steel (CS), Level III, type B with an A40 zinc-coated alloy (Galvannealed) coating; Stretcher – leveled standard of flatness.
- C. Door Core:
 - 1. Exterior Doors: Polyurethane insulation, “R” value of 10.04; “U” value of 0.050 or better.
- D. Protective Coatings:
 - 1. Bituminous Coating: Fibered asphalt emulsion.
 - 2. Primer: Zinc chromate type.

2.3 MANUFACTURED UNITS – NOT USED.

2.4 EQUIPMENT – NOT USED.

2.5 COMPONENTS – NOT USED.

2.6 ACCESSORIES

- A. Silencers: Resilient rubber at all doors except fire rated assemblies.

2.7 MIXES – NOT USED.

2.8 FABRICATION

- A. Fabricate frames as welded units. Verify frame widths and single rabbet/double rabbet profiles as required for installation conditions indicated.
- B. Mullions for Double Doors: Removable type. Provide metal T-shaped astragals for double doors where shown on Schedule.
- C. Fabricate frames and doors with hardware reinforcement plates welded in place. Provide mortar guard boxes.
- D. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
- E. Prepare frame for silencers. Provide three single rubber silencers for single doors and mullions of double doors on strike side, and two single silencers on frame head at double doors without mullions.
- F. Attach fire rated label to each frame and door unit.
- G. Close top edge of exterior door flush with inverted steel channel closure. Seal joints watertight.
- H. Verify undercut of door is adequate for floor finishes.
- I. Fabricate frames used for masonry wall coursing with 4 inch head member.
- J. Finish:
 - 1. Exterior Units: 0.60 oz/sq ft galvanized, primed for suitable base for paint finish specified in Section 09 91 00 - Painting.

- K. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch at jambs and heads, except no more than 1/4 inch between pairs of doors. Not more than 3/4 inch at bottom.
- L. All hollow metal doors provided for this project shall be seamless (no visible seams on vertical edges), in compliance with SDI (Steel Door Institute) with flush end closure at top and bottom of all exterior doors, and recessed closure at all other locations. Adjust all door closure hardware as necessary.

2.9 SOURCE QUALITY CONTROL – NOT USED.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that opening sizes and tolerances are acceptable.

3.2 PREPARATION

- A. Protect inside (concealed) faces of door and window frames using fibered asphalt emulsion coating on exterior openings and in masonry walls. Apply approximately 1/8 inch thick and allow to dry before handling.
- B. Prepare doors for closure installation to “inside” of room.

3.3 INSTALLATION

- A. Install frames in accordance with ANSI/SDI A250.11
- B. Install doors in accordance with DHI.
- C. Coordinate with masonry and wallboard wall construction for anchor placement.
- D. Coordinate installation of glass and glazing. Install in accordance with NFPA 80.
- E. Tolerances:
 - 1. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.
- F. Install foamed in place insulation in all door frames installed in insulated walls.

3.4 FIELD QUALITY CONTROL – NOT USED

3.5 ADJUSTING

- A. Adjust hardware for smooth and balanced door movement.

3.6 CLEANING – NOT USED.

3.7 DEMONSTRATION – NOT USED.

3.8 PROTECTION – NOT USED.

3.9 SCHEDULE

- A. See Plans.

END OF SECTION 08 11 13

SECTION 08 41 13

ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aluminum framed glazed storefronts.
 - 2. Glass infill panels – Bid Alternates
 - 3. Anchors, brackets, and attachments.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 07 92 00 – Joint Sealers.
 - 3. Section 08 51 13 – Aluminum Windows.
 - 4. Section 08 80 00 – Glazing.

1.2 SYSTEM DESCRIPTION

- A. System to provide for expansion and contraction within system components caused by a cycling temperature range of 170 degrees F without causing detrimental effects to system or components.
- B. Design and size members to withstand dead loads and live loads caused by pressure and suction of wind as calculated in accordance with IBC chapter 16, and ASTM E330.
- C. Limit mullion deflection to 1/200 or flexure limit of glass with full recovery of glazing materials, whichever is less.
- D. Limit air infiltration through assembly to 0.06 cu ft/min/sq ft of assembly surface area, measured at a reference differential pressure across assembly of 0.3- inches water gauge, as measured in accordance with ASTM E283.
- E. System to accommodate, without damage to system or components, or deterioration of perimeter seal: Movement within system; movement between system and perimeter framing components; dynamic loading and release of loads; and deflection of structural support framing.

1.3 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American Architectural Manufacturers Association (AAMA):
 - 1. 611 - Voluntary Specification for Anodized Architectural Aluminum.
 - 2. 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.
 - 3. 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Architectural Extrusions and Panels.
 - 4. 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Architectural Extrusions and Panels.
 - 5. 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Architectural Extrusions and Panels.
- C. American National Standards Institute/Builders Hardware Manufacturers Association (ANSI/BHMA).
 - 1. A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. A156.3 - Exit Devices.

- D. American Society of Civil Engineers (ASCE) 7 - Minimum Design Loads for Buildings and Other Structures.
- E. ASTM International (ASTM):
 - 1. B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 2. B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 3. E283 - Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls and Doors.
 - 4. E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors under the Influence of Wind Loads.
 - 5. E331 - Standard Test Method for Water Penetration of Exterior Windows, Doors, and Curtain Walls by Uniform Static Air Pressure Differential.
 - 6. E547 - Standard Test Method for Water Penetration of Exterior Windows, Doors, and Curtain Walls by Cyclical Static Air Pressure Differential.
 - 7. E783 - Standard Test Method for Field Measurement of Air Leakage through Installed Exterior Windows and Doors.
 - 8. E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclical Static Air Pressure Difference.
- F. Underwriters Laboratories (UL)
 - 1. 305 - Safety Panic Hardware.
- G. International Building Code Standards:
 - 1. 2018 International Building Code. (2018 IBC).
 - 2. 2018 International Existing Building Code. (2018 IEBC).
 - 3. 2018 International Energy Conservation Code. (2018 IECC).
 - 4. 2018 International Fire Code (2018 IFC)
 - 5. 2009 ANSI A117.1 – Accessible and Usable Buildings and Facilities.

1.4 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Division 01.
- B. Include system and component dimensions; components within assembly; framed opening requirements and tolerances; anchorage and fasteners; glass; door hardware requirements; and affected related work.
- C. Submit manufacturer's installation instructions under provisions of Division 01.
- D. Submit samples under provisions of Division 01.
- E. Submit two samples, 8 by 10 inches in size, illustrating pre-finished aluminum surface and specified glass.
- F. Quality Control Submittals:
 - 1. Test Reports: Certified results of previous tests by a recognized independent laboratory substantiating compliance with specified design and performance criteria, current within past 5 years.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum five (5) years documented experience in work of this Section.
- B. Conform to applicable accessibility code for locating hardware and for door opening force requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and handle system components under provisions of Division 01.

- B. Store and protect system components under provisions of Division 01.
- C. Provide wrapping or strippable coating to protect pre-finished aluminum surfaces.

1.7 PROJECT/SITE CONDITIONS

- A. Verify that field measurements are as indicated on drawings.

1.8 SEQUENCING AND SCHEDULING – NOT USED.

1.9 EXTENDED WARRANTY

- A. Under provisions of Division 01.
- B. Provide five (5) year Manufacturer's warranty.
- C. Warranty: Cover complete system for failure to meet specified requirements.

1.10 MAINTENANCE – NOT USED.

PART 2 – PRODUCTS

2.1 MANUFACTURERS DOORS AND FRAMES

- A. Design Basis: Contract Documents are based on products by:
 - 1. Kawneer Company, Inc. (www.kawneer.com).
 - 2. Product: Product: 'Trifab' VG451T storefront systems with thermal break, center-glazed.
- B. Equivalent products by following manufacturers are acceptable:
 - 1. Cascade Aluminum. (www.cascadealuminum.com)
 - 2. Oldcastle. (www.oldcastle.com).
 - 3. PPG. (www.ppg.com)
 - 4. Tubelite. (www.tubeliteinc.com).
 - 5. US Aluminum Corp. (www.usalum.com)
- C. Or equal substitution under provisions of Division 01.
- D. Quality Standard - Exterior Glazed Lites and Side Lites.
 - 1. Kawneer: Product: 'Trifab' VG451T storefront systems with thermal break, center-glazed.

2.2 MATERIALS

- A. Extruded Aluminum: ASTM B221; alloy, 6063-T5 temper.
- B. Sheet Aluminum: Plain unpatterned architectural quality alloy.
- C. Core of doors to be froth-in-place urethane foam at 2.5 lb./cu ft density free of chlorofluorocarbon blowing agents.
- D. Fasteners: Stainless steel.

2.3 MANUFACTURED UNITS – NOT USED.

2.4 EQUIPMENT – NOT USED.

2.5 FABRICATED COMPONENTS

- A. Frames: 2 x 4-1/2-inch profile, center glazed, screw spline system.
- B. Doors: 2-inch-thick, 6-inch-wide top rail, 5 inches wide vertical stiles, 12-inch-wide bottom rail; 6-inch-wide intermediate rail. Trim and gaskets for 1-inch insulated vision lites or 1/4 inch to 3/8-inch-thick single glazing where indicated.

- C. Aluminum break metal trim and closures fabricated from 0.080-inch to 0.125-inch-thick sheet aluminum, finished to match other aluminum frames and components.

2.6 ACCESSORIES

- A. Glass and Glazing Materials:
 - 1. Refer to Sheet A6.00 and as specified in Section 08 80 00. Provide tempered units where required. Provide laminated safety glass and laminated security glass where indicated on drawings.

2.7 MIXES – NOT USED.

2.8 FABRICATION

- A. Fabricate frames allowing for minimum clearances and shim spacing around perimeter of assembly yet enabling installation.
- B. Rigidly fit and secure joints and corners. Make joints and connections flush, hairline, and weatherproof.
- C. Develop drainage holes with moisture pattern to exterior.
- D. Prepare components to receive anchor devices. Fabricate anchorage items.
- E. Arrange fasteners, attachments, and jointing to ensure concealment from view.
- F. Prepare components with internal reinforcement for door hardware.

2.9 FINISHES

- A. Exterior and Interior Extruded Aluminum Surfaces:
 - 1. Architectural Class 1, Dark Bronze Anodized.
 - 2. Anodized finish per AAMA Standards and Designation for #40 Dark Bronze Anodized Aluminum, AA-M10C22A44.
- B. Apply one coat of bituminous paint to concealed aluminum and steel surfaces in contact with cementitious or dissimilar materials.
- C. Provide glazing spacer seals in Dark Bronze finish.

2.10 SOURCE QUALITY CONTROL – NOT USED.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify wall openings and adjoining air and vapor seal materials are ready to receive work of this Section.
- B. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION – NOT USED.

3.3 INSTALLATION

- A. Install frames, glazing and hardware in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely attach frame assembly to structure.
- C. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- D. Coordinate attachment and seal of air and vapor barrier materials.
- E. Pack foam insulation in shim spaces at perimeter of assembly and framing elements to

- maintain continuity of thermal barrier.
 - F. Install hardware using templates provided. Refer to Section 08 71 00 for installation requirements.
 - G. Install glass in accordance with Section 08 80 00, using exterior method of glazing.
 - H. Install perimeter type sealant, backing materials, and installation requirements in accordance with Section 07 92 00.
 - I. Adjust operating hardware.
 - J. Tolerances:
 - 1. Variation from Plane: 0.03 inches per foot.
 - 2. Misalignment of Two Adjoining Members Abutting in Plane: 0.015 inches.
- 3.4 FIELD QUALITY CONTROL – NOT USED.
- 3.5 ADJUSTING
- A. Touch up minor scratches and abrasions to match original finish.
 - B. Adjust Weatherstripping to contact appropriate surfaces and form weather seal.
- 3.6 CLEANING
- A. Remove protective material from pre-finished aluminum surfaces.
 - B. Wash down exposed surfaces using a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.
 - C. Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.
- 3.7 DEMONSTRATION – NOT USED.
- 3.8 PROTECTION – NOT USED.
- 3.9 SCHEDULES – NOT USED

END OF SECTION 08 41 13

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SECTION 08 51 13

ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Aluminum framed windows, with fixed and operable sash.
 - 2. Shop glazing.
 - 3. Operating hardware.
 - 4. Insect screens.
 - 5. Perimeter sealant
- B. System Description
 - 1. Windows: Aluminum sections, shop fabricated, factory pre-finished, vision glass, related flashings, anchorage and attachment devices.
 - 2. PO: Project out windows.
 - 3. Glazing: Exterior and Interior glazing where indicated.
- C. Performance Requirements
 - 1. Design and size components to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of wall as calculated in accordance with 2018 IBC to a design pressure of 65 lb/sq ft as measured in accordance with ASTM E330.
 - 2. Air infiltration: When closed and locked, the test specimen shall be tested in accordance with ASTM E283 at a minimum frame size of 60 by 36 inch. Air infiltration rate shall not exceed 0.06 cfm/ft² of sash perimeter at a static air pressure differential of 6.24 psf.
 - 3. Water resistance: When closed and locked, the test specimen shall be tested in accordance with ASTM E 547 and ASTM E 331 at a minimum frame size of 60 by 36 inch. There shall be no leakage as defined in test method at a static air pressure differential of 12 psf.
 - 4. Uniform Design Load: When closed and locked, a minimum static air pressure difference of 40 psf or 1915 Pa (2 Locks) or 70 psf or 3352 Pa (3 Locks) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member
 - 5. Thermal Transmittance Test (U-Factor): When tested in accordance with AAMA 1503, the conductive thermal transmittance (U-Factor) shall not be more than 0.55 BTU/hr/ft²/°F. when using project specified glass.
 - 6. Forced Entry Resistance: Windows shall conform to ASTM F588, Performance Level 10.
 - 7. Limit member deflection to 1/200; with full recovery of glazing materials.
 - 8. System to accommodate, without damage to components or deterioration of seals, movement between window and perimeter framing, deflection of lintel.
 - 9. Limit air leakage through assembly to not exceed 0.30 cfm/sq ft of wall area in accordance with AAMA/WDMA/CSA 101/1.S.2/A440 by an accredited independent laboratory and labeled and certified by the manufacturer.
 - 10. Vapor Seal with Interior Atmospheric Pressure of 1 inch sp, 72 degrees F, 40 Percent RH: No failure.
 - 11. Maintain continuous air and vapor barrier throughout assembly, primarily in line with inside pane of glass and heel bead of glazing compound.

12. Drain water entering joints, condensation occurring in glazing channels, or migrating moisture occurring within system, to the exterior by a weep drainage network.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American Architectural Manufacturers Association (AAMA) (www.aamanet.org):
 1. 101 - Specifications for Aluminum Windows and Sliding Glass Doors.
 2. 611 - Voluntary Specification for Anodized Architectural Aluminum.
 3. 1503.1 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.
 4. 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Architectural Extrusions and Panels.
 5. 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Architectural Extrusions and Panels.
 6. 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Architectural Extrusions and Panels.
- C. American Architectural Manufacturers Association/Window and Doors Manufacturers Association/Canadian Standards Association (AAMA/WDMA/CSA) 101/I.S.2/A440 - Standard/Specification for Windows, Doors and Unit Skylights.
- D. American Society of Civil Engineers (ASCE) 7 - Minimum Design Loads for Buildings and Other Structures.
- E. ASTM International (ASTM):
 1. B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 2. D3656 - Standard Specification for Insect Screening and Louver Cloth Woven from Vinyl-Coated Glass Yarns.
 3. E283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
 4. E330 - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
 5. E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
 6. E783 - Standard Test Method for Field Measurement of Air Leakage through Installed Exterior Windows and Doors.
 7. E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference.
 8. E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights.
 9. F588 - Standard Test Method for Resistance of Window Assemblies to Forced Entry Excluding Glazing.
- F. 2018 International Building Code. (2018 IBC).
- G. 2018 International Existing Building Code. (2018 IEBC).

1.3 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Division 01.
- B. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related

- work; and installation requirements.
- C. Product Data: Provide component dimensions, anchorage and fasteners, glass, internal drainage details and performance characteristics.

1.4 QUALITY ASSURANCE

- A. Qualifications
 - 1. Manufacturer: Company specializing in manufacturing commercial aluminum windows with minimum five (5) years experience.
 - 2. Conform to applicable accessibility code for locating hardware.
- B. Pre-Installation Conference
 - 1. Convene one week prior to commencing work of this Section, under provisions of Division 01 Documents.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products on site under provisions of Division 1.
- B. Protect pre-finished aluminum surfaces.

1.6 PROJECT/SITE CONDITIONS

- A. Environmental Requirements
 - 1. Do not install sealants when ambient temperature is less than 40 degrees F.
 - 2. Maintain this minimum temperature during and after installation of sealants.
- B. Field Measurements
 - 1. Verify that field measurements are as indicated on shop drawings.

1.7 SEQUENCING AND SCHEDULING – NOT USED

1.8 EXTENDED WARRANTY

- A. Provide five (5) year manufacturer's warranty under provisions of Division 1.
 - 1. Cover complete system for failure to meet specified requirements.

1.9 MAINTENANCE – NOT USED.

PART 2 - PRODUCTS

2.1 MANUFACTURERS - FABRICATED UNITS

- A. Design Basis: Contract Documents are based on products by:
 - 1. Kawneer Company. (www.kawneer.com).
 - 2. Product: Storefront Glassvent™, Project-Out. Trifab 451T
- B. Equivalent products by following manufacturers are acceptable:
 - 1. Oldcastle. (www.oldcastle.com).
 - 2. Tubelite Inc. (www.tubeliteinc.com).
 - 3. U.S. Aluminum Corp. (www.usalum.com).
 - 4. Or equal substitution under provisions of Division 01.

2.2 COMPONENTS

- A. Frames: Framing member profile 4 1/2 inch master frame grade designation: HS-HC55. Master frame of 0.070 inch wall thickness. Material standard ASTM B 221, G.S. 10A-T5, 6063-T5 alloy aluminum.
- B. Reinforced Mullion: Extruded aluminum with integral reinforcement of shaped steel structural section.
- C. Finish: Dark Bronze anodized. AA-M10C22A44, AAMA 611, Architectural Class I dark bronze anodic coating.
- D. Fasteners: Stainless steel.
- E. Glass and Glazing Materials:
 - 1. As specified in Section 08 80 00 of Types described below:
 - a. Glass in Exterior Lights: Per Drawings. Refer to Sheet A6.00.
- F. Sealant Materials:
 - 1. Sealant and Backing Materials: As specified in Section 07 92 00 of Types described below.
 - 2. Perimeter Sealant: Type A exterior, B interior.
- F. Operable Window Weather Stripping: Polypropylene pile; permanently resilient, profile to effect weather seal or manufacturer's standard to meet infiltration specifications.
- G. Hardware:
 - 1. Stainless Steel 4-Bar Hinges.
 - 3. Cast White Bronze Cam Locking Handles.

2.3 ACCESSORIES

- A. Manufacturer's standard Equal Leg extruded aluminum Head and Jamb Receptors and full depth sub-sills at all operable window installations.
- B. Insect Screens: Extruded aluminum frames, 6063-T5 alloy and temper, joined at corners: 18 x 16 mesh aluminum screen cloth; frames finished to match aluminum windows; splines shall be extruded vinyl, removable to permit rescreening.
- C. Provide thermally broken receptors and sub-sills in matching anodized finish to the window units.

2.4 MIXES – NOT USED.

2.5 FABRICATION

- A. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
- B. Profiles that are sharp, straight, and free of defects or deformations.
- C. Accurately fit joints; make joints flush, hairline and weatherproof.
- D. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
- E. Physical and thermal isolation of glazing from framing members.
- F. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
- G. Provisions for field replacement of glazing.
- H. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- I. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- J. Fabricate aluminum windows that are re-glazable without dismantling sash or framing.
- K. Mullions: Provide mullions and cover plates as shown, matching window units, complete

with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.

- L. Sub frames: Provide sub frames with anchors for window units as shown, of profile and dimensions indicated but not less than 0.093-inch (2.4-mm) thick extruded aluminum. Miter or cope corners, and join with concealed mechanical joint fasteners. Finish to match window units. Provide sub frames capable of withstanding design loads of window units.
- M. Factory-Glazed Fabrication: Glaze aluminum windows in the factory where practical and possible for applications indicated. Comply with requirements in Division 08 Section "Glazing" and with AAMA/WDMA/CSA 101/I.S.2/A440-08 (NAFS).
- N. Glazing Stops: Provide snap-on glazing stops coordinated with Division 08 Section "Glazing" and glazing system indicated. Provide glazing stops to match frame.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify site opening conditions under provisions of Division 01.
- B. Verify wall openings and adjoining air and vapor seal materials are ready to receive work of this Section.

3.2 PREPARATION – NOT USED.

3.3 INSTALLATION

- A. Install window frames, glass and glazing and hardware in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances, aligning with adjacent work.
- D. Install glass in accordance with Section 08 80 00.
- E. Install backing materials and perimeter sealant Type A and B, in accordance with Section 07 92 00.
- F. Tolerances: Maximum Variation from Level or Plumb: 0.06 inches every 3 ft.
- H. Remove all shipping blocking and insure drain ports are clear and open.
- I. Clean all construction debris from window units.

3.4 FIELD QUALITY CONTROL – NOT USED.

3.5 ADJUSTING

- A. Adjust work under provisions of Division 01.
- B. Adjust and lubricate hardware for smooth operation prior to Owner acceptance and 12 months following Owner acceptance.

3.6 CLEANING

- A. Clean work under provisions of Division 01.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft,

clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.

- C. Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant and aluminum manufacturer.

3.7 DEMONSTRATION – NOT USED.

3.8 PROTECTION – NOT USED.

3.9 SCHEDULES

- A. Refer to sheet A6.00 and Floor Plans.

END OF SECTION 08 51 13

SECTION 08 80 00

GLAZING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Glass and glazing for hollow metal work, windows, frames and doors.
 - 2. Glass and glazing for aluminum storefront and window units.
- B. Performance Requirements
 - 1. Glass and glazing materials of this Section shall provide continuity of building enclosure vapor retarder and weather barrier.
 - a. In conjunction with materials described in Section 07 92 00.
 - b. To utilize the inner pane of multiple pane sealed units for the continuity of the air and vapor seal.
 - c. Maintain continuous air and vapor barrier throughout glazed assembly from glass pane to heel bead of glazing sealant.
 - 2. Size glass to withstand dead loads and positive and negative live loads acting normal to plane of glass as calculated in accordance with 2018 IBC Chapter 16.
 - 3. All glazing shall be type and quality as required to meet 2018 IBC requirements for safety glazing. Provide labeling required as per 2018 IBC, Section 2406.2.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American Architectural Manufacturers Association (AAMA) (www.aamanet.org) 800 - Voluntary Specifications and Test Methods for Sealants.
- C. American National Standards Institute (ANSI) (www.ansi.org) Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings.
- D. American Society of Civil Engineers (ASCE) (www.asce.org) 7 - Minimum Design Loads for Buildings and Other Structures.
- E. ASTM International (ASTM) (www.astm.org):
 - 1. C509 - Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material.
 - 2. C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
 - 3. C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers.
 - 4. C920 - Standard Specification for Elastomeric Joint Sealants.
 - 5. C1036 - Standard Specification for Flat Glass.
 - 6. C1048 - Standard Specification for Heat-Treated Flat Glass-Kind HS, Kind FT, Coated and Uncoated Glass.
 - 7. C1115 - Standard Specification for Dense Elastomeric Silicone Rubber Gaskets and Accessories.
 - 8. C1172 - Standard Specification for Laminated Architectural Flat Glass.
 - 9. C1184 - Standard Specification for Structural Silicone Sealants.
 - 10. C1281 - Standard Specification for Preformed Tape Sealants for Glazing Applications.
 - 11. C1294 - Standard Test Method for Compatibility of Insulating Glass Edge Sealants

- with Liquid-Applied Glazing Materials.
- 12. C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
- 13. E119 - Standard Test Method for Fire Tests of Building Construction and Materials.
- 14. E152 - Standard Test Method for Fire Test of Door Assemblies.
- 15. E163 - Standard Test Method for Fire Tests of Window Assemblies.
- 16. E283 - Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors.
- 17. E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- 18. E331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- 19. E546 - Test Method for Frost/Dew Point of Sealed Insulating Glass Units.
- 20. E576 - Test Method for Frost/Dew Point of Sealed Insulating Glass Units in Vertical Position.
- 21. E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings.
- 22. E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.
- 23. F1233 - Standard Specification for Security Glazing Materials and Systems.
- F. Consumer Product Safety Commission (CPSC) (www.cpsc.gov) 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
- G. Glass Association of North America (GANA) (www.glasswebsite.com):
 - 1. Engineering Standards Manual.
 - 2. Glazing Manual.
 - 3. Laminated Glass Design Guide.
- H. Insulating Glass Manufacturers Alliance (IGMA) (www.igmaonline.org):
 - 1. IGMA TB-3001 - Sloped Glazing Guidelines.
- I. National Fenestration Rating Council (NFRC) (www.nfrc.org):
 - 1. 100 - Procedure for Determining Fenestration Product Thermal Properties.
 - 2. 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficients at Normal Incidence.
 - 3. 300 - Procedures for Determining Solar Optical Properties of Simple Fenestration Products.
- J. Underwriters Laboratories (UL) (www.ul.com) 752 - Standard for Safety Bullet-Resisting Equipment.
- K. 2018 International Building Code. (2018 IBC).
- L. 2018 International Energy Conservation Code (2018 IECC).

1.3 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Division 01.
- B. Product Data on Glass Types Specified: Provide structural, physical and environmental characteristics, size limitations, and special handling or installation requirements.
- C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
- D. Manufacturer's Certificate: Certify that sealed insulated glass, meet or exceed specified requirements.
- E. Test Report: Preconstruction adhesion and compatibility test report from glazing sealant manufacturer, based on submitted samples or acceptable data from previous testing of current formulations with similar products.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 5 years documented experience in work of this Section.
- B. Regulatory Requirements:
 - 1. Provide safety glass for locations subject to human impact as required by Building Code.
 - 2. Safety glass: Tested and labeled to CPSC 16 CFR 1201.
- C. Perform Work in accordance with GANA Glazing Manual, GANA Laminated Glass Design Guide, SIGMA TM-3000 and IGMA TB-3001.

1.5 DELIVERY, STORAGE, AND HANDLING – NOT USED.

1.6 PROJECT/SITE CONDITIONS

- A. Project Measurements: Verify glass sizes match required opening prior to ordering glass. If discrepancy is found, notify Architect and request direction.
- B. Field Measurements: Verify that field measurements are as indicated on Shop Drawings.
- C. Perform glazing when ambient temperature is above 40 degrees F.
- D. Perform glazing on dry surfaces.

1.7 SEQUENCING AND SCHEDULING

- A. Coordination: Coordinate the Work with glazing frames, wall openings, and perimeter air and vapor seal to adjacent Work.

1.8 EXTENDED WARRANTY

- A. Under provisions of Division 01.
- B. Insulating Glass Units: Provide Manufacturer's ten (10) year warranty against material obstruction of vision through unit due to:
 - 1. Intrusion of dust or moisture.
 - 2. Internal condensation.
 - 3. Film formation on internal glass surfaces caused by failure of hermetic seal except failure caused in whole or in part by breakage or fracturing of any portion of glass surface.
- C. Glass Coatings: Provide Manufacturer's ten (10) year warranty against peeling, cracking, or deterioration of coating under normal conditions.
- D. Laminated Glass Units: Provide Manufacturer's five (5) year warranty against manufacturing defects resulting in edge separation, delamination, or material obstruction of vision through glass surface.
- E. Mirrors: Provide Manufacturer's ten (10) year warranty against silver spoilage resulting from manufacturing defects.
- F. Polycarbonate Sheet: Provide manufacturer's 5 year warranty against breakage, yellowing, loss of abrasion resistance, and loss of light transmission.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Flat Glass Materials:
 - 1. Guardian Industries Corp. (www.guardian.com) Product: Float, Safety & Wired

- 2. Glass.
- 2. Oldcastle Building Envelope. (www.oldcastlebe.com) Product: Float, Safety & Wired Glass.
- 3. Pilkington Architectural. (www.pilkington.com) Product: Float, Safety & Wired Glass.
- 4. PPG Industries, Inc. (<http://www.ppg.com/>) Product: Float, Safety & Wired Glass.
- 5. Viracon, Inc. (www.viracon.com) Product: Float, Safety & Wired Glass.
- 6. Or equal substitution under provisions of Division 01.
- B. Sealed Insulating Glass Components:
 - 1. Guardian Industries Corp. (www.guardian.com) Product: Float, Safety & Wired Glass.
 - 2. Oldcastle Building Envelope. (www.oldcastlebe.com) Product: Float, Safety & Wired Glass.
 - 3. Pilkington Architectural. (www.pilkington.com) Product: Float, Safety & Wired Glass.
 - 4. PPG Industries, Inc. (<http://www.ppg.com/>) Product: Float, Safety & Wired Glass.
 - 5. Viracon, Inc. (www.viracon.com) Product: Float, Safety & Wired Glass.
 - 6. Or equal substitution under provisions of Division 01.

2.2 MATERIALS

- A. High Performance Insulated Glass Units (Type FG-D): ASTM E 774 and E 773; double pane with outer pane of low "E" type safety or float glass, inner pane of float or safety glass, purge interpane space with dry hermetic air; total unit thickness of 1 inch (25 mm) minimum in hollow metal frames and aluminum windows.
- B. High Performance Insulated Glass Units (Type FG-E): ASTM E 774 and E 773; double pane with outer pane of PPG Solarban R100 (2) clear safety or float glass, inner pane of float or safety glass, purge interpane space with dry hermetic air; total unit thickness of 1 inch (25 mm) minimum in hollow metal frames and aluminum windows.
- C. High Performance Insulated Safety Glass Units (Type SG-G): ASTM E 774 and E 773; double pane with outer pane of low "E" type safety or float glass, inner pane of float or safety glass, purge interpane space with dry hermetic air; total unit thickness of 1 inch (25 mm) minimum in hollow metal frames and aluminum windows.
- D. High Performance Insulated Safety Glass Units (Type SG-H): ASTM E 774 and E 773; double pane with outer pane of PPG Solarban R100 (2) clear safety or float glass, inner pane of float or safety glass, purge interpane space with dry hermetic air; total unit thickness of 1 inch (25 mm) minimum in hollow metal frames and aluminum windows. SHGC shall not exceed 0.40.
- E. Obscure Glass (Type FG-K): Kind HS, heat strengthened with horizontal tempering where indicated. Patterned glass equal to Pilkington "Optifloat Opal". Note: Obscure glass may be indicated on inside lite of insulated glass unit as scheduled on Drawings.

2.3 MANUFACTURED UNITS – NOT USED.

2.4 EQUIPMENT – NOT USED.

2.5 COMPONENTS

- A. Polyurethane Sealant (Type GC-A): Single component, chemical curing, non-staining, non-bleeding, non-sagging type, Shore A Hardness Range 20 to 35.

2.6 ACCESSORIES

- A. Setting Blocks: Neoprene or EPDM, 80 - 90 Shore A durometer hardness, length of 0.1 inch for each square foot (25 mm for each square meter) of glazing or minimum 4 inch (100 mm) x width of glazing rabbet space minus 1/16 inch (1.5 mm) x height to suit glazing method and pane weight and area.
 - B. Spacer Shims: Neoprene or EPDM, 50 - 60 Shore A durometer hardness, minimum 3 inch (75 mm) long x one half the height of the glazing stop by thickness to suit application.
 - C. Glazing Tape: Closed cell polyvinyl chloride foam, coiled on release paper over adhesive on two sides, maximum water absorption by volume of 2 percent, designed for compression of 25 percent to affect an air and vapor seal; to suite applications.
- 2.7 MIXES – NOT USED.
- 2.8 SOURCE QUALITY CONTROL – NOT USED.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerance.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.

3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Install sealant in accordance with manufacturer's instructions.

3.3 APPLICATION

- A. Exterior - Wet/Dry Method (Preformed Tape and Sealant).
 1. Cut glazing tape to length and set against permanent stops, 3/16 inch (5 mm) below sight line. Seal corners by butting tape and dabbing with sealant.
 2. Apply heel bead of sealant along intersection of permanent stop with frame ensuring full perimeter seal between glass and frame to complete the continuity of the air and vapor seal.
 3. Place setting blocks at 1/4 points with edge block no more than 6 inches (150 mm) from corners.
 4. Rest glazing on setting blocks and push against tape and heel bead of sealant with sufficient pressure to attain full contact at perimeter of pane or glass unit.
 5. Install removable stops, with spacer strips inserted between glazing and applied stops, 1/4 inch below sight line. Place glazing tape on glazing pane or unit with tape 1/4 inch (6 mm) below sight line.
 6. Fill gap between glazing and stop with sealant to depth equal to bite of frame on glazing, but not more than 3/8 inch (9 mm) below sight line.
 7. Apply cap bead of sealant along void between the stop and the glazing, to uniform line, flush with sight line. Tool or wipe sealant surface smooth.
- B. Interior - Wet/Dry Method (Tape and Sealant).
 1. Cut glazing tape to length and install against permanent stops, projecting 1/16 inch (1.5 mm) above sight line.
 2. Place setting blocks at 1/4 points with edge block no more than 6 inches (150 mm)

from corners.

3. Rest glazing on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.
4. Install removable stops, with spacer shims inserted between glazing and applied stops at 24 inch intervals, 1/4 inch (6 mm) below sight line.
5. Fill gaps between pane and applied stop with sealant to depth equal to bite on glazing, to uniform and level line.
6. Trim protruding tape edge to a straight line.

3.4 FIELD QUALITY CONTROL – NOT USED.

3.5 ADJUSTING – NOT USED.

3.6 CLEANING

- A. Clean work under provisions of Division 1.
- B. Remove glazing materials from finish surfaces.
- C. Remove labels after work is complete.
- D. Clean glass and mirrors.

3.7 DEMONSTRATION – NOT USED.

3.8 PROTECTION – NOT USED.

3.9 SCHEDULES

- A. See window and door type drawings, Sheet A6.00.

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SECTION 09 29 00

GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Gypsum board and Accessories.
 - 2. Furring channels and accessories.
 - 3. Taped and sanded joint treatment.
 - 4. Texture finish.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 07 92 00 - Joint Sealers.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. American National Standards Institute (ANSI) (www.ansi.org):
 - 1. A108.11 - Interior Installation of Cementitious Backer Units.
 - 2. A118.9 - Test Methods and Specifications for Cementitious Backer Units.
- C. ASTM International (ASTM):
 - 1. A510 - Specification for General Requirements for Wire Rods and Course Round Wire, Carbon Steel, and Alloy Steel.
 - 2. C475 - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
 - 3. C514 - Standard Specification for Nails for the Application of Gypsum board.
 - 4. C641 – Standard Test Method for Iron Staining Materials in Lightweight Concrete Aggregates.
 - 5. C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
 - 6. C754 – Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
 - 7. C840 – Standard Specification for Application and Finishing of Gypsum Board.
 - 8. C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs
 - 9. C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
 - 10. C1178 - Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel.
 - 11. C1396 - Standard Specification for Gypsum Board.
 - 12. C1629 - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.
 - 13. D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
 - 14. D4977 - Standard Test Method for Granule Adhesion to Mineral Surfaced Roofing by Abrasion.
 - 15. D5420 - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact).
 - 16. E90 - Standard Test Method for Laboratory Measurement of Airborne Sound

- Transmission Loss of Building Partitions and Elements.
- 17. E413 - Classification for Rating Sound Insulation.
- 18. E695 – Standard Test Method of Measuring Relative Resistance of Wall, Floor, and Roof Construction to Impact Loading.
- D. Gypsum Association (GA):
 - 1. GA-201 - Gypsum Board for Walls and Ceilings.
 - 2. GA-214 - Levels of Gypsum Board Finish.
 - 3. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board.
 - 4. GA-600 - Fire Resistance Design Manual.
- E. Underwriters Laboratories, Inc. (UL) (www.ul.com) - Fire Resistance Directory.
- F. 2009 ANSI A117.1 – Accessible and Usable Buildings & Facilities
- G. 2018 International Building Code. (2018 IBC).
- H. 2018 International Existing Building Code. (2018 IEBC).

1.3 SUBMITTALS

- A. Submit product data under provisions of Division 01.
- B. Submit Plan and Detail for Drywall Control Joints in walls over 30 feet in length.
- C. Submit specific criteria on direct suspension system components, spacing and installation requirements.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Applicator: Company specializing in gypsum board systems work with three (3) years documented experience.
- B. Regulatory Requirements:
 - 1. Perform work in accordance with ASTM C840, GA-201, and GA-216.
 - a. Maintain one copy of each document on site.
 - 2. Conform to 2018 IBC applicable codes for fire rated assemblies.
 - 3. Fire Rated Partitions: Listed assembly by UL or GA file.
 - 4. Fire Rated Ceiling: Listed assembly by UL or GA file.
 - 5. Acoustic Ratings: Construct assemblies to achieve acoustic ratings indicated on Drawings, tested to ASTM E90 and classified in accordance with ASTM E413.

1.5 DELIVERY, STORAGE, AND HANDLING – NOT USED.

1.6 PROJECT/SITE CONDITIONS – NOT USED.

1.7 SEQUENCING AND SCHEDULING

- A. Schedule installation of materials to allow adequate drying time as required by Manufacturer.
- B. Hot mud shall not be used in any condition without approval of the Architect.

1.8 EXTENDED WARRANTY – NOT USED.

1.9 MAINTENANCE – NOT USED.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Gypsum Board:
 - 1. CertainTeed Gypsum, Inc. (www.certainteed.com)

2. GP Gypsum Corporation. (www.gp.com)
 3. National Gypsum Co. (www.nationalgypsum.com)
 4. Temple-Inland. (www.templeinland.com)
 5. USG Corporation. (www.usg.com)
- B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS:

- A. Gypsum Board: ASTM C1396; 48 inches wide x 5/8 inch thick, maximum practical length, tapered edge.
- B. Fire Rated Gypsum Board: ASTM C1396, Type X, UL rated; 5/8 inch thick, maximum permissible length; ends square cut, tapered and beveled edges.
- C. Moisture Resistant Gypsum Board: ASTM C1396, 5/8 inch thick, maximum permissible length; ends square cut, tapered and beveled edges. Install in wet areas.
- D. Noise reducing gypsum board: CertainTeed's SilentFX, ASTM C1396, 5/8 inch thick, tapered edge, used in conjunction with "Green Glue" acoustic damping compound.

2.3 ACCESSORIES

- A. Green Glue Damping Compound: (www.greengluecompany.com).
 1. Used in conjunction with noise reducing gypsum board, sealant, and joint tape installation.
- B. Corner Beads: Metal.
- C. Edge Trim: Equal to U.S.G. #200-A and #200-B.
- D. Joint Materials: ASTM C475, GA 201, and GA 216; reinforcing tape, joint compound, adhesive, water, and fasteners.
- E. Fasteners: ASTM C1002, Type S12 and W for specific application.

2.4 MIXES – NOT USED.

2.5 FABRICATION – NOT USED.

2.6 SOURCE QUALITY CONTROL – NOT USED.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 01.
- B. Verify that site conditions are ready to receive work and opening dimensions are as indicated on approved shop drawings.
- C. Beginning of installation means acceptance of existing surfaces and substrate.

3.2 PREPARATION – NOT USED.

3.3 INSTALLATION

- A. Gypsum Board:
 1. Install gypsum board in accordance with GA-201, GA-216, and Manufacturer's instructions.
 2. Erect single layer and double layer gypsum board as indicated by wall assembly, or, where not indicated by wall assembly perpendicular to direction of framing. Both ends shall occur over solid bearing. Space at floor/wall intersection shall not exceed 1/4 inches.
 3. Use screws when fastening gypsum board to support as required by Manufacturer and

- applicable codes for fire-rated assembly.
4. Type and spacing of screws shall be as indicated by wall assembly, or, where not indicated by wall assembly, use type 'S' screws when fastening gypsum board to metal furring or framing at 8 inches O.C. at edges and 12 inches O.C. at intermediate studs.
 5. Double Layer Applications: Use gypsum backing board for first layer, placed perpendicular to framing or furring members. Place second layer parallel to first layer. Offset joints of second layer from joints of first layer.
 6. Adhesive Applications: Secure to substrate with adhesive sufficient to support and hold in place. Apply adhesive in accordance with Manufacturer's instructions. Utilize low VOC type adhesives where available.
 7. Green Glue Application: In strict accordance to Manufacturers published instructions.
 8. Place corner beads at external corners. Use longest practical length. Place edge trim at all locations that gypsum board abuts dissimilar materials. Screw apply corner beads to substrate. At Contractor's option, crimped corner beads may be installed only if tape and filler compound are applied to each side.
 9. Install water resistant gypsum wall board at all window jambs and sills, and all plumbing fixture walls unless noted otherwise. At fixture walls, install from floor to ceiling in back of and within 2 feet of all plumbing fixtures including drinking fountains.
 10. Fire tape all joints on concealed from view gypsum wallboard.
 11. Fire tape all penetrations through rated assemblies.
 12. Joint Treatment:
 - a. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - b. Feather coats onto adjoining surfaces so that camber is maximum 1/16 inch.
 - c. Filling and sanding is not required at surfaces that are concealed from view and in mechanical rooms.
 - d. Tape joints and corners of cementitious backing board.
 - e. Hot mud NOT allowed.
 13. Texturing:
 - a. Texture gypsum wall board scheduled for paint as a finish surface. Texture to match existing adjacent.
 - b. Apply a coat of primer to all gyp board surfaces prior to texture being applied. Coordinate with painting contractor.
 14. Tolerances:
 - a. Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.
 15. Walls:
 - a. At all walls less than 12 feet in exposed height, install gypsum board in full length sheets in a vertical orientation.
 16. Surface Finish:
 - a. Provide GA-214 Level 4 finish.
 - b. For Level 4 gypsum board finish, embed tape in joint compound and apply three separate coats of joint compound over joints, angles, fastener heads and accessories. Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration.

3.4 FIELD QUALITY CONTROL – NOT USED.

3.5 ADJUSTING – NOT USED.

3.6 CLEANING – NOT USED.

3.7 DEMONSTRATION – NOT USED.

3.8 PROTECTION – NOT USED.

3.9 SCHEDULE

- A. Level 4 finish.
- B. Moisture resistant gypsum board shall be installed at The following locations:
 - 1. All wet areas (walls with plumbing, fixtures, valves, etc.)
 - 2. All drywall returns (jambs, head, sills) at all exterior doors and windows.

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SECTION 09 91 00

PAINTING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface preparation and field application of paints.
 - 2. Painting of all exterior and interior surfaces indicated on drawings, door and finish schedules, as referenced in this section, and other specification sections to receive painted finish.
 - 3. .
 - 4. Paint all hollow metal doors, hollow metal door frames and hollow metal window frames.
 - 5. Reference finish schedule, interior elevation, and building sections for additional accent painting.
 - 6. Apply a primer-sealer coat to all gypsum board prior to texture being applied and coordinate with gypsum board contractor.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. Comply with all References in effect, most active, or latest version as of the date of the Contract Documents.
- B. ASTM International (ASTM):
 - 1. D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications
 - 2. D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
 - 3. D6886 - Standard Test Method for Determination of the Weight Percent Individual Volatile Organic Compounds in Waterborne Air-Dry Coatings by Gas Chromatography
- C. Green Seal, Inc. (GS) (www.greenseal.org) 11 - Standard for Paints and Coatings.
- D. Master Painters Institute (MPI) (www.paintinfo.com) - Architectural Painting Specification Manual.
- E. Society for Protective Coatings (SSPC) (www.sspc.org) - Painting Manual.
- F. South Coast Air Quality Management District (SCAQMD) (www.aqmd.gov) Rule 1113 - Architectural Coatings.
- G. 2018 International Building Code. (2018 IBC).
- H. 2018 International Existing Building Code. (2018 IEBC).

1.3 SUBMITTALS

- A. Submit product data under provisions of Division 01.
- B. Provide product data on all finishing products.
- C. Product Data: Manufacturer's data on materials proposed for use including:
 - 1. Product designation and grade.
 - 2. Product analysis and performance characteristics.
 - 3. Standards compliance.
 - 4. Material content.

5. Mixing and application procedures.
- D. Samples:
1. 3 by 6 inch samples of each coating system on representative substrate. Step back successive coats so that all coats remain exposed. Indicate type of material used for each coat.
 2. Paint Schedule: Indicate types and locations of each surface, paint materials, and number of coats to be applied.

1.4 QUALITY ASSURANCE

- A. Qualifications:
1. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with ten (10) years experience.
 2. Applicator: Company specializing in commercial painting and finishing approved by product Manufacturer with five (5) years minimum experience.
- B. Field Samples:
1. Provide samples under provisions of Division 01.
 2. Provide field sample panel, on at least 100 sq. ft. of surface until required sheen, color and texture are achieved.
 3. Once each scheme has written approval of the Architect and the Owner, sample may remain as part of the Work.
- C. Regulatory Requirements:
1. Conform to 2018 International Building Code. (2018 IBC).

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Division 01.
- B. Store and protect products under provisions of Division 01.
- C. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
- D. Container labeling to include Manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- E. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by Manufacturer's instructions.
- F. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.6 PROJECT/SITE CONDITIONS

- A. Owner will provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 50 degrees for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by Manufacturer's instructions.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 85 percent unless required otherwise by Manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 50 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by Manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F, unless required otherwise by Manufacturer's instructions.
- E. Provide a minimum lighting level of 80 ft candles measured mid-height at substrate surface while all work under this Section is being performed.

1.7 SEQUENCING AND SCHEDULING – NOT USED.

1.8 EXTENDED WARRANTY

- A. Under provisions of Division 01.
- B. Provide Manufacturer's Standard Material Warranty.

1.9 MAINTENANCE

- A. Extra Stock: provide two (2) gallons of each type and color of paint used. Containers are to be sealed and properly identified.

PART 2 – PRODUCTS

2.1 MANUFACTURERS - PAINTS, STAINS, URETHANES, PRIMERS AND SEALERS

- A. Contract Documents are based on Painting products by:
 - 1. Sherwin Williams. (www.sherwin-williams.com)
- B. Equivalent products by following Manufacturers are acceptable:
 - 1. Benjamin Moore and Co. (www.benjaminmoore.com)
 - 2. Cloverdale Paint. (www.cloverdalepaint.com)
 - 3. Glidden. (www.gliddenprofessional.com)
 - 4. PPG Architectural Finishes, Inc. (www.pittsburghpaints.com)
 - 5. Pratt and Lambert Paints. (www.prattandlambert.com)
 - 6. Rodda Paint. (www.roddapaint.com)
- C. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Manufacturer's First Line, Superior Quality paint, stain, and primer products are to be used through-out project for all applications.
- B. Ready mixed coatings except field catalyzed coatings.
- C. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- D. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- E. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
- F. Gypsum board primer to be S-W PrepRite High Build Latex Primer Surfacer B28W601, USG 'First-Coat' or Hamilton's 'Prep-cote' or approved equal.
- G. Refer to schedule at end of Section and Contract Documents for surface finishes.

2.3 MANUFACTURED UNITS – NOT USED.

2.4 EQUIPMENT – NOT USED.

2.5 COMPONENTS – NOT USED.

2.6 ACCESSORIES – NOT USED.

2.7 MIXES – NOT USED.

2.8 FABRICATION – NOT USED.

2.9 SOURCE QUALITY CONTROL – NOT USED.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that substrate is ready to receive work as instructed by the product Manufacturer.

- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3. Interior Located Wood: 15 percent.
 - 4. Concrete Floors: 12 percent.
- D. Beginning of installation means acceptance of substrate.

3.2 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Gypsum Board Surfaces: Latex fill minor defects. Spot prime defects after repair. Contractor is to apply a sealer-primer coat to all gyp board surfaces prior to texture being applied.
- F. Interior Wood Items: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- G. Metal Doors: Seal top and bottom edges with primer.

3.3 APPLICATION

- A. Apply products in accordance with Manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply a coat of primer to all gyp board surfaces prior to texture being applied. Coordinate with gyp board contractor.
- D. Apply each coat to uniform finish, without streaking, telegraphing of drywall joints or brush marks.
- E. Apply each coat of paint slightly darker than preceding coat.
- F. Sand lightly between coats to achieve required finish.
- G. Allow applied coat to dry before next coat is applied.
- H. Prime back surfaces of interior and exterior woodwork with primer paint.
- I. Mechanical and Electrical Equipment
 - 1. Paint exposed electrical wire mold occurring in finished areas.
 - 2. Replace electrical plates, hardware, light fixture trim, and fittings removed prior to finishing.
- J. Paint all plumbing piping and conduit runs exposed in finished spaces.

3.4 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.5 DEMONSTRATION – NOT USED.

3.6 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.7 SCHEDULES

- A. Shop-Primed Items for Site Finishing:
 - 1. Section 08 11 13 - Hollow Metal Doors and Frames: All exposed surfaces, including tops and bottoms of doors.
- B. Interior Surfaces
 - 1. Gypsum Board, standard classrooms, hallways and similar areas:
 - a. One coat acrylic latex drywall primer-sealer. S-W Contractors 152 Pro Primer, B28WFO152 (<50 g/L VOC).
 - b. Two coats acrylic latex enamel, satin: S-W ProMar 400 Latex Low Sheen ES, B20 Series (<50 g/L VOC)
 - 2. Gypsum Board at toilet rooms and wet areas:
 - a. One coat acrylic latex drywall primer-sealer: S-W Contractors 152 Pro Primer, B28WFO152 (<50 g/L VOC).
 - b. Two coats epoxy enamel, semi-gloss: S-W Water Based Catalyzed Epoxy, Extra White, B70W211. (<150 g/L VOC).
 - 3. Wood Trim to be Painted:
 - a. One coat primer: S-W Multi-Purpose Int/Ext Latex Primer Sealer B51 Series, (<50 g/L VOC).
 - b. Two coats enamel, semi-gloss. S-W Pro Industrial High Performance Acrylic Semi-Gloss, B66 Series. (<50 g/L VOC).
 - 4. Gypsum wall board as preparation for vinyl wall covering and protective wall covering:
 - a. One coat back-rolled acrylic latex drywall primer-sealer: S-W Contractors 152 Pro Primer, B28WFO152 (<50 g/L VOC).
- C. Colors:
 - 1. The Architect may select from the following number of hollow metal door and interior wall paint colors:
 - a. Colors to match existing per district standard colors.
- D. Finish Schedule:
 - 1. Review finish schedule general notes for additional requirements.

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SECTION 23 00 00

HVAC GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE

A. General

1. The contractor shall provide complete “design build” services for the following work scope:

- a. Base Bid Item #1:
Replace the two (2) existing Modular Classroom Heating / Cooling Units.



The units are to be replaced in a “like for like” manner. The existing units are to be fully removed, and the new units installed in their location. Each new unit shall be rated at a nominal 2 tons cooling with 10 Kw electric heat.

Contractor shall protect and re-use as much of the existing HVAC system as feasible, specifically including all ducting and diffusers. Contractor shall only remove portions of the existing systems as necessary to remove and proper install of the new units.

The new equipment shall include the HVAC unit and associated controls.

Basis of Design:

Solar Bard Manufacturing
Mfg.# J24HF-A00XPXXE
Serial # 10077457
10Kw heat pack

- b. Base Bid Item #2:
Install a new cooling unit in the High School Server Room.

The new cooling units shall be a ductless split type of unit. The new unit shall be a wall mounted ductless split type, with a nominal capacity of 2 tons. The unit shall be equipped with low ambient controls. The new system will be provided with a new thermostat.

Contractor shall confirm a proper condensate drain is installed and connected from the new indoor fan coil unit to a code approved drain. If a gravity system is not feasible, then contractor shall provide and install a condensate pump as part of the drainage system.

Contractor shall confirm the exact location of the indoor fan coil unit and the outdoor condensing unit with the owner prior to any installations.

Basis of Design:

Daikin
Mfg.# RKF24AXVJU outdoor unit
Mfg.# FTKF24AXVJU indoor head

- c. Base Bid Item #3:
Install two (2) heating / cooling ductless split heat pump systems in the High School Kitchen area.

Each new heating/cooling indoor fan coil unit type shall be coordinated with the owner. A wall mount unit may be appropriate in one location, but a ceiling cassette type unit may prove to be more beneficial to the owner in the other location of the kitchen. Contractor shall confirm the final location and type of units with owner.

Each new heat pump system shall have a nominal capacity of 2 tons with the ability to produce heat at low temperatures. Most ductless manufacturers provide an optional model specifically designed to operate in "low temperature heating mode". During the submittal process, contractor shall hi-lite the systems BTUs available at -5 F.

The new systems will be provided with two (2) new thermostats.

Contractor shall confirm a proper condensate drain is installed and connected from the new indoor fan coil units to a code approved drain. If a gravity system is not feasible, then contractor shall provide and install a condensate pump as part of the drainage system.

Contractor shall confirm the final location of each new indoor fan coil unit and each new outdoor heat pump unit with owner prior to any installation. As the heat pump units will produce water in winter conditions, contractor shall provide means to control potential ice build up with a heat traced dry well system or similar “design / build” strategy.

Basis of Design:

Daikin
Mfg.# RXT24AVJU9 outdoor unit
Mfg.# FTXF24BVJU9 indoor head

d. Base Bid Item #4:
Upgraded Building Management System

Contractor shall provide and install a new control system that interfaces and connects the mechanical systems of the Elementary School, the High School, the Gymnasium Building, and the Administrative Office to a single “head-end” system.

Contractor shall replace existing components as necessary and that are not compliant with the new control system. Only with prior approval from the owner can any existing system be abandoned in-place. Any items found not to be compatible with the new control system shall be removed, cleaned, and submitted to the owner as “owner salvage”.

Any new wiring shall be concealed where feasible and where not feasible, plug mold may be utilized after approval from the owner.

Contractor shall note within his bid any and all costs associated with “subscriptions” and “licenses” and other possible “upgrade” costs with the new control system.

Contractor shall include extensive owner training to the owner on the new control system. Instruction must include scheduling, set backs, alarming, and trouble shooting of the various systems.

Basis of Design:

Honeywell
Pre Series 9000 with Wi Fi

e. Bid Alternate Item #5:
Install one (1) heating / cooling ductless split heat pump system in the Weight Room of the Gymnasium Building.

The new wall mounted heating/cooling system shall have a nominal capacity of at least 1 ½ tons cooling with the ability to produce heat at low temperatures. Most ductless manufacturers provide an optional model specifically designed to operate in “low temperature heating mode”. During the submittal process, contractor shall hi-lite the systems BTUs available at -5 F.

The new system will be provided with a new thermostat.

Contractor shall confirm a proper condensate drain is installed and connected from the new indoor fan coil units to a code approved drain. If a gravity system is not feasible, then contractor shall provide and install a condensate pump as part of the drainage system.

Contractor shall confirm the final location of the new indoor fan coil unit and the new outdoor heat pump unit with owner prior to any installation. As the heat pump unit will produce water in winter conditions, contractor shall provide means to control potential ice build up with a heat traced dry well system or similar “design / build” strategy.

Basis of Design:

Daikin
Mfg.#RXT18AVJU9 outdoor unit
Mfg.#FTXF18BVJU9 indoor head

2. Contractor shall provide all necessary design document submittal per AHJ requirements to obtain building permits. Contractor shall be responsible for all permitting and inspection costs.
3. At contract completion, contractor shall provide all required closeout documents including as-builts and warranties and O and M manuals.
4. Contractor shall provide all necessary documents for any and all utility energy rebates due to the owner.
5. The General Requirements (Division 1) of these specifications shall govern all parts of the work.

B. Work Scope Responsibility Includes All “Sub-Trades”

1. All supporting sub-contractor work such as cutting, patching, painting, structural supports, plumbing, low voltage, and most importantly electrical power shall be the responsibility of the mechanical contractor. All supporting trades shall be based on “design/build” efforts – no design documents will be provided. Where color or backing or electrical capacity, and or electrical availability work is not clearly defined, the contractor shall coordinate with the owner as to determine the proper solution at no additional cost to the owner.

It should be noted that the “design/build” work scope of all sub-trades may require their own building permits and building inspections by the AHJ. Any and all building permits and inspections shall fall under the umbrella of the mechanical contractor’s responsibility.

C. Coordination and Site Visits

1. This section of the work requires examination of the building site and existing facilities for verification of existing conditions. Base all measurements from established conditions.

1.2 CODES, PERMITS, FEES

- A. Install all work in accordance with applicable codes and standards. Obtain all required

permits; pay all required fees including utility connections or extensions, in connection with this portion of the construction. Obtain all required certificates of inspection for the work.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

A. Materials

1. All materials and equipment shall be of first quality, new, full size and weight, standard in every respect, and suitable for the space required. Use the same manufacturer for products of similar class or service, such as valves, pumps, controls, and air handlers. Protect all materials against loss, theft, or damage before and after installation.
2. Furnish equipment that will operate under all conditions of load without any sound or vibration that is objectionable in the opinion of the Architect/Engineer. Vibration or noise considered objectionable will be corrected by the Subcontractor at his expense.
3. Furnish and install all necessary foundations, supports, pads, bases, and piers required for all materials and equipment furnished under this contract.
4. Provide all required firestopping at duct penetrations of fire rated walls, floors, ceilings, and roofs. Firestopping shall be Dow Corning Fire Stop Sealant 2000 or Fire Stop Foam 2001 or approved equal.

B. Workmanship

1. All materials and equipment shall be installed in a neat and workmanlike manner by competent specialists for each subtrade. Work shall be installed to the satisfaction of the Architect/Engineer with unsatisfactory work removed and reinstalled to his satisfaction at no extra cost to the Owner.
2. Provide all cutting and patching necessary to install the work specified in this section. Patching shall match adjacent surfaces. No structural members shall be cut without the approval of the owner. Provide sleeves at all piping penetrations of exterior walls and floors on grade. Provide all sleeves and inserts required before new floors and walls are built.
3. Locate all equipment that must be serviced in fully accessible positions. Provide clearance for removal of replacement parts and components, and with necessary couplings or flanges to remove the component for maintenance.

C. Protection of Equipment During Construction

1. At the end of each shift, all duct openings and open ends shall be covered with a plastic poly sheeting film to protect against dust and construction contamination from entering the ductwork.

2.2 SUBMITTALS AND SUBSTITUTIONS

A. Prebid Approval

1. Manufacturer's trade names and catalog numbers stated herein are intended to indicate the quality of equipment or materials desired. All manufacturers not specifically listed require prior approval. Submit catalog data, including specifications, of the proposed equipment to the Architect/Engineer for his approval at least 10 calendar days prior to bid opening. Notice of such approvals will be published in an addendum. Approval of listed alternate equipment manufacturers is for bidding only. Final approval is to be based on requirements of the plans and specifications.

B. Submittals

1. Within thirty days after award of this contract, provide an electronic copy of a complete list of all materials and equipment proposed for this project. List shall contain make, type, manufacturer's name, and trade designation of all materials and equipment. Submittal shall also include manufacturer's complete specification for each item, including capacities, ratings, etc., and dimensions as required to check space requirements.
2. Approval of submittals shall not relieve the contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Architect's /Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the contractor from responsibility for errors in shop drawings or literature.

PART 3 - EXECUTION

3.1 ACCESSIBILITY & SAFETY

A. Accessibility

1. All equipment which must be serviced or operated shall be located in fully accessible position.
2. Access panels shall be provided if required for accessibility.

3.2 COORDINATION

- A. Coordinate all work with the various trades involved to provide a complete and satisfactory installation. No additional compensation will be made for offsets or relocation required in coordination with other trades.
- B. Alterations required due to improper supervision by the subcontractor shall be made at no extra cost, to the satisfaction of the owner.

3.3 ELECTRICAL

- A. All motors shall be provided with adequate starting and protective equipment as specified or required. Motor capacity shall be sufficient to operate driven device under all conditions of operation and load without overload.

3.4 IDENTIFICATION AND CODING

A. Painting

1. All painting of mechanical equipment, accessories and ductwork shall be furnished and applied under these specifications. All painting shall be completed before any identification markings are applied.

B. Equipment

1. Identify all equipment with a black Formica label, with white reveal when engraved. Lettering to be 3/16 inch high minimum.

3.5 TESTING

A. Systems

1. All systems, including heating, ventilating and air conditioning, shall be tested at the completion of the building to establish that the systems operate as specified and required. Testing shall be performed after air balancing is completed.

2. All controls shall be calibrated accurately and all equipment shall be adjusted for satisfactory operation. Excessive vibration or noise from any system shall be corrected.

3.6 CLEANING AND ADJUSTING

- A. Thoroughly clean all air handling units and all associated parts of the system at the completion of the work. Install new, clean air filters in all systems. Adjust all devices for proper operation and lubricate all equipment as required. Repaint any painted surface that has been damaged.

3.7 PROJECT CLOSEOUT

- A. Operations & Maintenance Manual
 1. The Contractor shall provide an operations and maintenance manual at least thirty days prior to completion of work. The manual shall be of the three-ring binder type, entitled "Operations and Maintenance Manual", with the job name and year of completion also included. O & M manuals shall be submitted in a single package. In addition, the contractor shall provide two consolidated electronic versions on two separate thumb drives. Individual items will not be accepted independently unless approved by the Engineer. The manual shall include, as a minimum
 - a. Maintenance instructions for all equipment, including lubrication requirements.
 - b. Equipment suppliers' names, addresses, and telephone numbers.
 - c. Equipment catalog cuts, ratings tables, model numbers, serial numbers, and accessories.
 - d. Parts numbers for all replaceable parts.
 - e. Air and/or water systems balance report as hereinbefore specified.
 - f. Control diagram or drawing and operation sequence.
 - g. Valve tagging chart as hereinbefore specified.
 - h. Filter chart listing unit callout, size of filters, and quantity of filters.
 - i. Guarantee letter as specified below.
 - j. Any additional information required to enable the Owner to properly maintain the building mechanical system.
 - k. Mechanical Equipment Start-up forms, which are included in this specification, if they are required.
 - l. After approval of the Operations and Maintenance Manual by the Architect/Engineer, the Contractor shall furnish two copies of the manual to the Owner.
 2. Mechanical System Training Period
 - a. After the mechanical system is completely installed and operational, the mechanical contractor shall provide a minimum of 20 hours training and instruction time for the building Owner or his representative. During this period, the contractor shall instruct the Owner in the operation and maintenance of all parts of the mechanical system, using the O & M manual where applicable. The contractor shall provide a copy of the Project Owner Mechanical Systems Training Form (attached to this specification), with proper signatures, to the Engineer prior to substantial completion and ensure that a copy is inserted into the project O & M manuals.
- B. As-Built-Drawings
 1. Provide two sets of red-line mechanical drawings showing the work as it was actually installed. The drawings shall indicate all departures from the contract drawings. Make all notations neat and legible, with red indelible pencil. At the

completion of the work, these as-built drawings shall be signed and dated by the Mechanical Contractor, and returned to the Architect/Engineer.

C. Guarantee

1. All work furnished under this section shall be guaranteed in writing to be free from defective work or materials for a period of one year after acceptance of the contract. All repairs or replacements because of defective materials or workmanship or noncompliance with code shall be provided without additional cost to the Owner. Contractor shall furnish a letter indicating above guarantee with space for date of acceptance and expiration of guarantee. Letter shall be included in O & M Manual.

NAME OF PROJECT: _____

OWNER MECHANICAL SYSTEM TRAINING FORM

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all required equipment factory representative and subcontractors together for system Owner training.

These people shall assist in Owner training their system(s) and remain at the site until the total system operations is acceptable and understood by the Owner's representative(s), maintenance and/or operation personnel, on operation and maintenance of their equipment. To prove acceptance of operation and instruction by the Owner's representative(s), the contractor shall provide a copy of this form, with proper signatures, to the Engineer prior to substantial completion, and ensure that a copy is inserted into the project Operation and Maintenance manuals.

"I, the Contractor, associated factory representative and subcontractors, have started each system and the total system(s); and have proven their normal operation to the Owner's representative(s) and maintenance/operation personnel and have instructed him/them _____, hours in the operation and maintenance thereof."

Owner's Representative

Contractor

Signature

Signature

Date

Date

END OF SECTION 23 00 00

