

PROJECT MANUAL FOR

Ogden Regional Medical Center Psych Exam Remodel

5475 S. 500 E.
Ogden, UT 84405

for

MOUNTAINSTAR HEALTHCARE

Construction Documents



NJRA Architects, Inc. 5272 S. College Drive, Suite # 104, Murray, Utah 84123 Telephone: (801) 364-9259

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NOTICE TO CONTRACTORS

Mountainstar
Ogden Regional Medical Center
5475 South 500 East
Ogden, Utah 84405

Ogden Regional Medical Center (ORMC) will receive sealed bids until 2:00 p.m. prevailing Mountain Time, on **Thursday, March 12, 2020** at the 5475 South 500 East Ogden, UT 84405, for the construction & remodel of the Psych Exam room at Emergency Department. Bid Documents shall be turned into **Bobby Braun** in administration office or emailed at bobby.braun@mountainstarhealth.com. Only those General Contractor's, who have been pre-qualified to bid this project by ORMC, may bid. NO EXCEPTIONS.

Contract documents dated February 19, 2020 may be obtained on **February 28, 2020** from the office of NJRA Architects, Inc., 5272 South College Drive Suite #104 Murray, UT 84123. Electronic copies of the construction documents and project specifications manual shall be emailed by NJRA Architects (Project Manager- Sourabh Sinha) to the pre-qualified contractors.

A mandatory Pre-Bid walk through for General Contractors will be held on **Tuesday, March 3, 2020 at 1:00 p.m.** at the project site. Meet in the Engineering Office area of the Hospital at lower level. Sub-contractors are welcome to attend but not mandatory. Product substitutions received after March 6, 2020 shall not be accepted. All questions regarding this bid must be submitted to NJRA Architects via email to sousin@njraarchitects.com by March 9, 2020.

Bidders are required to submit a detailed construction schedule along with their bid. The schedule shall outline the proposed work and reflect the start and completion dates. A penalty of \$500 per calendar day will be assessed as liquidated damages in accordance with the General Conditions for each calendar day that the project is delayed after the scheduled completion date.

The Permit fees for this project shall be provided by the Owner. The contractor shall NOT include in the bid.

The owner reserves the right to reject any and all bids and to waive any irregularities in any bid or in the bidding.

BID RESPONSE FORM

TO:

Ogden Regional Medical Center
5475 S. 500 E.
Ogden, UT 84405

PROJECT: Ogden Regional Medical Center- Psych Exam Remodel

NAME OF BIDDER: _____

Gentlemen:

The Undersigned, in compliance with your invitation for bids, 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 Project 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.

ADDENDA: I/We acknowledge receipt of the following addenda: ____/____/____/____

BID BOND:

BASE BID: I/We agree to perform all work shown on the Drawings and described in the Specifications and Contract Documents for the sum of:

_____ Dollars (\$ _____)
(In the case of discrepancy, written amount shall govern)

This bid shall remain good for 60 days after bid opening.

COMPLETION DATE: I/We guarantee that the Work will be Substantially Complete not later than _____ (calendar days) from construction start date. Should I/we be the successful bidder after which liquidated damages will be assessed at the rate of \$500.00 per calendar day in accordance with the General Conditions.

☐ Schedule Attached☐ Schedule Not Attached**TYPE OF ORGANIZATION:**_____
(Corporation, Partnership, Individual, etc.)_____
Type/Print Name and Title

SEAL (If a Corporation)

RESPECTFULLY SUBMITTED BY:

Type/Print Company Name

Date

Address:

()
Telephone Number

()
FAX Number

Utah Contractor License No.

Federal Tax ID No.



AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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

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

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT (this “Agreement”) is made by and between <LEGAL FACILITY NAME DBA FACILITY NAME> <LEGAL FACILITY NAME DBA FACILITY NAME> (“Owner”) and <CONTRACTOR NAME> (“Contractor”) to perform the “Work,” defined in Article 2, in accordance with the Project’s “Contract Documents,” also defined in Article 2.

ARTICLE 1. Basic Terms.

- 1.1 Project Definition. The project description is as follows: _____, (the “Project”).
- 1.2 Performance of Work. Subject to the other provisions of this Agreement, Owner agrees to pay Contractor for the performance of the Work described in Article 2.
- 1.3 Commencement of Work. Contractor shall commence the Work defined in Article 2 on or before _____, 201____ (the “Commencement Date”).
- 1.4 Substantial Completion. Contractor shall accomplish “Substantial Completion,” as defined in Section 4.1, not later than _____ days from the Commencement Date.
- 1.5 Final Completion. Contractor shall accomplish total and final completion not later than _____ days from the Commencement Date.
- 1.6 Contract Sum. The Owner shall pay the Contractor \$_____ (“Contract Sum”) for the proper and complete performance of the Work described in Article 2.

ARTICLE 2. Work; Contractor’s Responsibilities; Exhibits.

2.1 Scope of Work/Contractor’s Responsibilities. Contractor shall provide all labor, materials, fixtures, specially manufactured or fabricated equipment, supplies, tools, utilities, supervision, coordination, scheduling, expertise, shop drawings, transportation, occupational health and safety measures, site safety and traffic control, installation, start up, testing, clean up, waste disposal, permitting and other construction services and facilities of every kind and description (collectively, the “Work”), necessary for the timely and proper construction of the fully completed Project in accordance with this Agreement and as reasonably inferable from the drawings, specifications, and exhibits listed below in this Article 2 (collectively the “Contract Documents”):

Drawings:

<u>Sheet</u>	<u>Title</u>	<u>Prepared By</u>	<u>Date</u>	<u>Sealed</u>

Specifications and other technical documents: _____

2.2 Exhibits. The following exhibits (each, an “Exhibit”), are incorporated by this reference:

Exhibit

Title

- | | |
|---|--|
| A | Contractor’s Partial Waiver and Release of Lien to Owner |
| B | Contractor’s Affidavit and Final Waiver and Release |
| C | Change Order |

ARTICLE 3. Builder's Risk Insurance; Contractor and Subcontractor Insurance.

3.1 Property Insurance. Owner shall provide and pay for builder's risk insurance to insure against all risks of direct physical loss, damage or destruction occurring during the policy period, except as excluded, that shall at least include the full replacement cost of the Project.

3.2 Insurance Requirements. Contractor shall at all times furnish and maintain insurance in accordance with the insurance requirements of this Article 3.

1. Contractor shall purchase and maintain the following policies of insurance:

- a. Commercial general liability insurance, and if necessary, a policy of umbrella/excess liability insurance that together furnish a minimum combined single limit of one million dollars (\$1,000,000.00) each occurrence applicable to the Work and an annual aggregate limit of liability of two million dollars (\$2,000,000.00) applicable solely to the construction of the Work. The policy shall include coverage for any and all of the following: bodily injury, property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, and products and completed operations. The products and completed operations coverage shall extend for three (3) years past acceptance, cancellation or termination of the Work. Said policy shall contain a severability of interest provision.

Each general liability policy be written on ISO form CG 001 or its equivalent, and shall be endorsed to include the Owner (including its parent and affiliate companies), and their respective officers, directors, members, managers, shareholders, employees, representatives and agents (collectively, the "Additional Insureds"); and shall stipulate that the insurance afforded by the policies shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees shall be excess and not contributory to the Contractor's insurance.

- b. Workers' compensation insurance with benefits as required by the law of the Project state, and employers' liability insurance, with limits of at least \$1 million per accident or disease, both policies being endorsed to waive subrogation against the Additional Insureds.
- c. Business auto liability insurance, with minimum combined single limits of \$1 million per accident for bodily injury and property damage. The policy must include a duty to defend and cover all owned, non-owned, and leased, hired or borrowed vehicles used in performance of the Work on or off the site.
- d. Special requirements of Contractor's insurance policies: Each policy of insurance required above shall have a deductible not exceeding \$5,000.00; and provide that attorneys' fees shall be outside the policy's liability limits and shall be unlimited. Each policy of insurance shall also contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written notice has been given to the Owner.

3.2.1 Subcontractor and Sub-Subcontractor Insurance Requirements. Contractor shall require all of Contractor's "Subcontractors" (defined in Article 12.1) and "Sub-Subcontractors" (defined in Article 12.1), as a condition of commencing any of the Work, to purchase and maintain the insurance coverages required above. In addition, each Subcontractor's policies of liability insurance shall be written or endorsed so that they shall be primary insurance, the general liability insurance furnished by Contractor shall be secondary and non-

contributory, and that any insurance carried by the Additional Insureds shall be excess, tertiary and non-contributory to the insurance furnished by the Contractor and Subcontractor.

3.2.2 Waiver of Subrogation. Contractor and each of its Subcontractors hereby waive all rights of subrogation against Owner, its employees and agents to the extent of all losses or damage to the improvements covered by any policy of insurance.

3.2.3 Alternative Insurance. Owner will consider alternatives to the requirements imposed by this Article 3 to the extent Owner is satisfied, in Owner's sole discretion, that the required insurance is not commercially available to the insured(s) and the alternatives will be sufficient to protect Owner's rights and interests. Specifically, Contractor may seek Owner's written consent and approval to relieve its Subcontractors and Sub-Subcontractors from the minimum insurance limits required under Article 3.

3.2.4 Evidence of Insurance. Contractor shall deliver to Owner certificates and endorsements and declarations pages acceptable to Owner (which certificates and endorsements Owner shall be entitled to reject) evidencing compliance with the requirements of this Article 3 by Contractor, and each of Contractor's Subcontractors, in each case, before Contractor and each Subcontractor commence any of the Work.

3.2.5 Reduction in Available Insurance. The Contractor and each of its Subcontractors shall promptly inform the Owner of any reduction of coverage because of revised limits, claims paid, or both. Owner shall have the right to require Contractor, as a condition of continued employment in connection with the Work, to obtain (or to require the applicable Subcontractor to obtain) supplemental or replacement coverage to offset any reduced coverage, at the sole cost or expense of Contractor, within ten (10) days after demand.

3.2.6 Cost of Insurance; Responsibility for Deductible. The cost of all insurance furnished by Contractor and its Subcontractors is included within the Contract Sum. Contractor and its Subcontractor shall be responsible for all losses that are excluded from coverage under the policies of insurance they furnish. To the extent loss or damage is caused by Contractor's Work or that of Subcontractors or Sub-Subcontractors, Contractor shall be responsible for all deductibles.

3.2.7 Additional Proofs of Insurance. Contractor shall, within ten (10) days after request, provide Owner with certified copies of all certificates and endorsements evidencing coverage in compliance with Article 3 of this Agreement.

3.2.8 Uninsured Losses. Owner shall not be responsible for any uninsured loss or damage incurred by Contractor, Subcontractors or other lower tier persons in connection with the Work.

3.3 Failure to Furnish Insurance Policy. The furnishing and maintenance of all insurance required of Contractor and its Subcontractors and Sub-Subcontractors as provided in this Agreement shall be a condition precedent to any payment otherwise due; and, if Contractor or any Subcontractor or Sub-Subcontractor fails to furnish or maintain any policy of insurance or bond required of it, Owner may, in addition to, and without prejudice to any other remedies available to it under this Agreement or applicable "Law" (defined in Article 15), with two (2) days notice, purchase equivalent insurance. Owner shall be reimbursed by Contractor, upon demand and/or by way of withholding from amounts otherwise due to Contractor, for all expenses Owner incurs in connection with obtaining such insurance or bonds.

ARTICLE 4. Contract Time; Owner's Rights to Complete.

4.1 Time is of the Essence. Time is of the essence under this Agreement. Contractor shall accomplish Substantial Completion of the Project not later than the Substantial Completion date established in Article 1.4. "Substantial Completion" is defined as the date when the Project is sufficiently complete so that any remaining Work, such as minor punch list items, does not preclude Owner from lawfully taking occupancy and utilizing the Project, and all equipment, utilities and engineered systems installed by Contractor are established as fully

operational after testing and start-up performed by Contractor, and the governmental permitting agency (if a permit is required) has issued its temporary certificate of occupancy.

4.2 Owner's Right to Complete. If Contractor does not accomplish Final Completion by the Final Completion date, Owner may thereafter take control of the Project site, effective upon delivery of written notice to Contractor, and Owner may engage other vendors to complete the remaining Work, at Contractor's expense.

ARTICLE 5. Contractor's Performance.

5.1 Contractor's Performance Warranties. Contractor warrants to Owner that (1) the Work shall be: (a) in accordance with the requirements of the Contract Documents, (b) free from defects, and (c) fit for Owner's intended use; (2) all construction materials shall be new and in excellent condition, except to the extent specifically provided otherwise in the Contract Documents; and (3) Contractor and each of its Subcontractors now hold and will continue to hold all licenses, registrations and other approvals necessary for the lawful furnishing of the Work. Unless limited or modified by the Contract Documents, all warranty, guarantee, and special warranty obligations under this Agreement shall commence or go into effect no earlier than Substantial Completion of the entire Work, survive "Final Payment" to Contractor (defined in Article 7), and continue until time-barred under the applicable Laws.

5.2 Permits. Contractor shall comply with, and give all notices and take all actions required by all permits ("Permits") issued for the Work.

ARTICLE 6. Progress Payments.

6.1 Application for Progress Payment. Based upon applications for payment ("Application(s) for Payment") submitted by the Contractor, the Owner should make progress payments based upon the percentage of the Work completed at the time of submission of each Application for Payment.

6.2 Progress Payment Cycle. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Provided that an Application for Payment (submitted on the most current form) is received by Owner not later than the twenty-fifth (25th) day of the month, the Owner shall make payment to the Contractor not later than the twenty-fifth (25th) day of the following month. If an Application for Payment is received by the Owner after the twenty-fifth (25th), payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment. Contractor's Application for Payment shall include "Contractor's Partial Waivers and Release of Lien to Owner" in the form attached to this agreement as Exhibit A.

ARTICLE 7. Final Payment.

7.1 Contractor's final application for payment ("Final Application for Payment") shall include the following supporting documents, the delivery of which shall be conditions precedent to Owner's obligation to make final payment to Contractor ("Final Payment"):

- i. Properly executed and witnessed "Contractor's Affidavit and Final Waiver and Release" from Contractor in the form attached to this Agreement as Exhibit B. Contractor shall cause its Subcontractors to execute a similar affidavit, and final waiver and release, of Owner and the Project.
- ii. Evidence that each and every claim of lien recorded by Contractor and any Subcontractors against the Work, Site, or real property where the Project is located has been canceled of record either by satisfaction, release, or dissolution bond; and
- iii. All other documents reasonably required by Owner or its lender.

Final Payment shall be made by Owner to Contractor within thirty (30) days of the date when Owner approves Contractor's Final Application for Payment inclusive of all supporting documents.

ARTICLE 8. Additional Terms and Conditions of Payment to Contractor.

8.1 Payment Only Upon Submission of Respective Application. Notwithstanding anything in this Agreement to the contrary, Contractor shall not be entitled to any payment otherwise payable under this Agreement until the applicable Application for Payment, or Final Application for Payment, accompanying backup, waivers and releases, and other documentation are approved by Owner as meeting the requirements of this Agreement.

8.2 Retainage. Retainage of five percent (5%) shall be held by Owner as additional security for performance of Contractor's obligations, and may be applied by Owner towards payment of any backcharge, setoff, or other amount payable by Contractor to Owner.

8.3 Form of Payment by Owner. Owner shall have the right, exercisable in its discretion, to: (1) issue joint checks or (2) pay any Subcontractor directly for performance of the Work. Contractor agrees to accept joint checks and to execute, when requested by Owner, joint check agreements in a form acceptable to Owner. Contractor consents to such direct payments and joint checks, as well as to Owner communicating directly with Contractor's Subcontractors and other lower tier persons to verify Contractor's payment history and account status. Payments made by Owner in accordance with this Section shall be credited against amounts otherwise due to Contractor.

ARTICLE 9. Dispute Resolution.

9.1 Claims, disputes and other matters in question arising out of or relating to the Contract shall be decided by arbitration which, unless the parties mutually agree otherwise in writing, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the filing of the arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

9.2 In the event that either party files a demand for arbitration to enforce any of the provisions of this Agreement, to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges, and expenses expended or incurred therein.

ARTICLE 10. Changes; Change Orders.

10.1 Changes.

10.1.1 Owner may make changes to the Work and Contract Documents at any time without invalidating this Agreement, including changes that alter, modify, add to, or deduct from the Work.

10.1.2 Changes in the Work or Contract Documents shall be effective only if made by a properly executed "Change Order," as defined in Article 10.2.1.

10.1.3 Contractor shall perform any change in the Work promptly upon execution and issuance of a Change Order, as defined in Article 10.2.1.

10.2 Change Orders.

10.2.1 Contractor shall prepare, and Owner, architect and Contractor shall execute, a change order in the form attached as Exhibit C (“Change Order”) once they reach agreement to modify the Work or Contract Documents, and any adjustments to the Contract Sum or Contract time or both as a result thereof.

10.2.2 A Change Order shall include all adjustments to the Contract Sum or Contract time or both that result directly or indirectly from the subject matter of the Change Order. All claims arising out of or relating to an executed Change Order shall be deemed waived unless specifically identified and reserved in the Change Order.

ARTICLE 11. Hazardous Material.

11.1 Hazardous Material. “Hazardous Material” is any material, waste, substance, or chemical defined or regulated as a hazardous material, substance, or waste under any Law as defined in Article 16.1.

11.2 Discovery of Hazardous Material. If Contractor discovers potentially Hazardous Materials that are not part of the Work or brought to the Site by Contractor, Subcontractors or Sub-Subcontractors, Contractor shall immediately stop all Work in the area affected by the potentially Hazardous Materials, and promptly notify Owner. Contractor shall not disturb any areas affected by the discovery of potentially Hazardous Materials, until Owner verifies the existence or absence of a Hazardous Material and provides written direction to Contractor.

11.3 Removal, Transportation, or Disposal of Hazardous Material. Contractor shall not be responsible for the removal, transportation, or disposal of any Hazardous Materials found on the Site, unless such activities are part of the Work or brought to the Site by Contractor, Subcontractors or Sub-Subcontractors. Upon the Owner’s verification of the existence of Hazardous Material on the Site, Contractor shall provide Owner with a proposed Change Order including all adjustments to the Contract Sum or Contract time or both that would result from Contractor performing the work necessary to remove, transport, or dispose of the Hazardous Material. Once an agreement is reached the proposed Change Order shall be executed by the Owner, Architect and Contractor.

11.4 Claim for Adjustment to Contract Sum. In the event Contractor and Owner are unable to reach an agreement for Contractor to perform the work necessary to remove, transport, or dispose of the Hazardous Material, Contractor shall prepare a claim for Contractor’s reasonable direct costs to shut-down, suspend all or part of the Work, and start-up Work as a result of the discovery of any Hazardous Material that was not part of the Work or brought to the Site by Contractor, Subcontractors or Sub-Subcontractors. Once an agreement regarding the claim is reached the Owner, Architect, and Contractor shall execute a Change Order that includes all adjustments to the Contract Sum or Contract time or both that result directly or indirectly from the discovery of Hazardous Material.

ARTICLE 12. Termination.

12.1 Owner’s Right to Terminate for Cause. Owner shall have the right to terminate this Agreement without notice if Contractor: (1) fails to maintain insurance required by this Agreement; (2) violates any applicable Law regulating hazardous substances, Hazardous Material, occupational health, job safety, environmental matters; (3) jeopardizes the health, safety or welfare of persons or property; (4) abandons the Work; (5) fails to properly disburse Owner’s payments to Subcontractors in accordance with the Contract Documents; (6) materially fails to comply with the Applicable Laws arising out of or relating to the performance of the Work; (7) fails to diligently correct defective and non-conforming Work or complete punch list items; (8) fails to furnish or maintain any insurance coverage required by the Contract Documents; or (9) breaches a material obligation of the Contract Documents. In the case of any other breach of the Contract Documents by Contractor, Owner may terminate this Agreement if Contractor fails to cure the breach within two (2) days after delivery of written notice specifying the breach or within such longer period of time as Owner may agree to in writing.

12.2 Contractor's Reaction Following Termination. In the event of termination, Contractor will immediately stop Work and remove its employees from the site, and Owner may, without prejudice to any other right or remedy available in law or in equity, complete the Project through alternate means in whatever manner Owner deems appropriate.

12.3 Owner's Right to Terminate for Convenience.

12.3.1 Absent bad faith, Owner may for its own convenience and without cause terminate this Agreement at will. Upon receipt of Owner's notice to terminate for convenience, Contractor shall immediately:

- i. stop, secure, protect, and preserve all existing Work, and stored materials and equipment; and
- ii. cancel or terminate all subcontract agreements, purchase orders and other obligations related to the Work; and
- iii. demobilize all personnel, Subcontractors, tools, and construction equipment and machinery.

ARTICLE 13. Subcontractor; Sub-Subcontractors.

13.1 Subcontractor. A "Subcontractor" is a person or entity that has a direct contract with Contractor to perform or furnish any element of the Work. A "Sub-Subcontractor" is a person or entity that has a direct contract with Subcontractor to perform or furnish any element of the Work.

13.2 Compliance with Immigration Laws. Contractor will take all steps necessary and appropriate to ensure no employee will be recruited, interviewed, screened and employed in connection with the Work unless Contractor, Subcontractor or Sub-Subcontractor, as applicable, verified the employee's authorization to work in the United States in compliance with all applicable Laws, including without limitation, 8 U.S.C.A. 1324a, *et seq.* (the "Immigration Reform and Control Act").

ARTICLE 14. Health and Safety.

14.1 Safety. Contractor shall be solely responsible for the safety and health effects of the Work as it may impact all persons and property whether or not under the control of Contractor. Contractor shall at all times: (1) provide proper traffic control, warnings, and all other measures necessary to protect Owner and Owner's employees, invitees, licensees, and agents, and all other third persons from illness, sickness, death, personal injury or property damage arising from or relating to the Work; and (2) maintain a safe working environment, in full compliance with all applicable Laws relating to occupational health and safety and drugs in the workplace.

14.2 Air Quality. Contractor is responsible for coordinating and implementing any Infection Control Risk Assessment ("ICRA") plan provided by the Owner. If the Owner does not furnish any such plan, then Contractor shall use its best efforts to comply with the current industry standards, including but not limited to the American Institute of Architect's "Guidelines for Design and Construction of Hospital and Healthcare Facilities", the Joint Commission on Accreditation of Healthcare Organizations environment of care standards, and the Center for Disease Control's guidelines for Environmental Infection Control in Healthcare Facilities relating to the construction, renovation, dust control and cleanup of the Project.

ARTICLE 15. Mutual Indemnity.

15.1 Owner's Indemnity. Owner shall defend, indemnify, and hold Contractor and the employees, officers, agents, representatives, and consultants of Contractor ("Indemnitees") harmless from and against any and all claims, damages, losses, and expenses, including attorney, expert, or consultant fees, ("Claims") that

Indemnitees directly incur from Claims relating to Hazardous Materials existing at the Site prior to Contractor's commencement of the Work.

15.2 Contractor's Indemnity. To the fullest extent allowed by applicable laws, Contractor shall defend, indemnify, and hold harmless Owner and any employee, officer, director, lender, affiliate, parent, subsidiary, agent, representative, or consultant of any of them (the "Indemnities"), from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorney, expert, and consultant fees and legal expenses, to the extent arising out of or relating to any intentional or negligent act or omission by Contractor, or any Subcontractor, Sub-subcontractor, lower tier person, or any employee, officer, agent representative, or consultant of any of them, that results in personal injury, death, or property damage. If and only if a maximum limit on indemnification liability is required under the applicable laws for enforceability, Contractor's obligations under this paragraph shall be limited to 200% of the insurance limit provided by Contractor. Contractor shall defend, indemnify, and hold Owner and its employees, officers, directors, lenders, affiliates, parents, subsidiaries, agents, representatives, and consultants harmless from and against any and all claims, damages, losses, and expenses, including attorney, expert, or consultant fees, that arise out of or relate to:

- i. the failure of Contractor or any Subcontractor, or any employee, officer, agent, representative, or consultant of any of them, to comply with any applicable law;
- ii. Any Hazardous Material brought to the site, or if part of the Work, not properly removed from the site by Contractor or any Subcontractor or Sub-Subcontractor, or any employee, officer, agent, representative, or consultant of any of them;
- iii. Any disposal at the site of any trash, debris, waste, Hazardous Materials, rock, unsuitable soil, or organic materials at the site without Owner's prior written consent; and
- iv. any lien, claim, or demand by any Subcontractor as a result of an alleged failure of Contractor or any other Subcontractor to pay for any portion of the Work, whether valid or not.

ARTICLE 16. Applicable Law.

16.1 Compliance with all Applicable Laws. Contractor will comply with all federal, state, county and local statutes, rules, regulations, codes, ordinances, executive orders, and other legislative, executive, or judicial requirements and/or decisions (collectively, "Law(s)") applicable to the Work whether or not specifically referenced elsewhere in this Agreement, including, but not limited to, those pertaining to Contractor licensing, occupational health, safety, disabilities, building codes, construction standards, licensure, social security, employment, workers compensation, immigration, wages, payrolls, health, discrimination, equal employment opportunity, civil rights, storm water, solid wastes, hazardous substance, Hazardous Material, grading, air pollution, water pollution, waste disposal, human remains, land use, historic preservation, endangered or threatened species, navigable waters, waters of the United States and tributaries thereof, and all other laws applicable to the Work.

ARTICLE 17. Contractor Assignments; Amendments; Miscellaneous. Contractor shall not, without the prior written consent of Owner, which shall not be unreasonably withheld: (1) sell, transfer, assign or delegate any interest in this Agreement or any rights or obligations of Contractor hereunder; or (2) until Final Payment is made, cause, suffer or permit: (a) any sale, transfer or assignment of any stock, membership or other equity interest in Contractor, or (b) the issuance of any new stock or other equity interest in the Contractor. Any such purported assignment, delegation, transfer or issuance without Owner's written consent shall be void.

17.1 Contract Amendment. The Parties may, at any time, modify this Agreement by written agreement ("Contract Amendment") signed by Owner and Contractor. Upon its execution, the Contract Amendment shall be a Contract Document.

17.2 Counterparts; Integration; Inurement; Cumulative Remedies; Severability; Survival; Choice of Laws. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument. This is the entire Agreement of Owner and Contractor, and it supersedes all negotiations and any prior agreements between them relating to the Work. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties. No other documents are included unless incorporated herein by reference. All rights and remedies provided in this Agreement are cumulative and the exercise or assertion of one or more rights or remedies shall not affect any other rights or remedies allowed by Law or equity or this Agreement. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under any provision of this Agreement, or with respect to any occurrence, shall operate as a waiver with respect to such provision or occurrence thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. If any provision of this Agreement is held by any court to be void or unenforceable, such provision shall not affect the validity of the other provisions. Except as specifically provided otherwise in this Agreement or the Contract Documents, each warranty, representation, indemnification provision, insurance requirement, and every other right, remedy and responsibility of Owner or Contractor under this Agreement shall survive completion of the Project, or the earlier termination of this Agreement. This Agreement will be governed by, interpreted under, and construed and enforced exclusively in accordance with the laws of the Project state.

17.3 Confidentiality. Contractor shall treat all information, discussions, work papers, drawings and specifications, and other Contract Documents, memoranda, and all materials relating to the Project and all information supplied to Contractor by Owner as strictly confidential and proprietary information of Owner and shall not permit its release to other parties or make any public announcement or publicity releases without Owner's prior written authorization, and such information shall not be used or discussed by Contractor, except as required to complete the Work, without Owner's prior written approval. Contractor shall also require its Subcontractors and Sub-subcontractors to comply with this requirement.

17.4 Flu Vaccinations. Contractor will ensure that all its employees, agents or representatives of any description, along with Subcontractors, Sub-Subcontractors, suppliers or other vendors undertaking any activity on the Project site have received vaccinations to prevent the spread of the common flu within the preceding twelve (12) months prior to the commencement of the Work.

17.5 Security. Contractor shall exercise good judgment in the storage and security of materials and equipment and the orderly progress of the Work. Owner shall not be liable to Contractor or any Subcontractor for any damage, loss or theft of materials or equipment stored on or off the Project site, except to the extent that such damage, loss or theft is caused by Owner's sole negligence.

OWNER

By: _____
(Signature)

Name: _____
(Typed)

Title: _____

Date: _____

CONTRACTOR

By: _____
(Signature)

Name: _____
(Typed)

Title: _____

Date: _____

[End of Agreement]

EXHIBIT A

CONTRACTOR'S PARTIAL WAIVER AND RELEASE OF LIEN TO OWNER

- A. OWNER: __¹
- B. CONTRACTOR: __²
- C. FACILITY: __³
- D. CONTRACT DATE: __⁴
- E. PROJECT DESCRIPTION: __⁵
- F. OWNER'S PROJECT NUMBER: __⁶
- G. APPLICATION FOR PAYMENT NUMBER: __⁷
- H. AMOUNT OF PAYMENT: \$ __⁸

For and in consideration of the payment to be made by Owner to the undersigned Contractor in the amount set forth in Item H above, which payment is for work, labor and services and/or materials furnished for the construction of the above referenced project, the undersigned Contractor hereby certifies as follows:

1. The undersigned Contractor hereby waives, releases and quit claims in favor of the Owner of the Project, each and every party acquiring title to and/or making a loan on the Project, and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assignees, all rights of the undersigned Contractor to assert a lien upon the land and improvements comprising the Project, for Work, labor, services and materials furnished through the ____ day of _____, _____,⁹ plus the sum paid to the undersigned set forth in Item H above, excluding retainage.

2. The undersigned Contractor has not assigned any lien or right to perfect a lien against the project, and the undersigned Contractor has the right, power and authority to execute this document.

3. The undersigned Contractor warrants that all laborers and all subcontractors employed by the undersigned Contractor, and all other laborers, trade contractors and sub-subcontractors of every tier and all suppliers or materialmen who have furnished work, labor, materials or services incorporated into the

¹ Name of Owner.

² Name of Contractor.

³ Name of the hospital or health care facility to which the project relates.

⁴ Date of the Agreement between Owner and Contractor.

⁵ Description of project and address of project site.

⁶ Owner's Project number on Contract.

⁷ Number of Application for Payment.

⁸ Amount of Current Application for Payment.

⁹ Date of last payment.

Project and any lien or bond claimant relating to the work, labor, materials or services of any such laborers, subcontractors, trade contractors, sub-subcontractors, suppliers or materialmen furnished in connection with the Project, have been paid their respective portion of all prior payments and that none of such laborers, subcontractors, trade contractors, sub-subcontractors, suppliers, materialmen, or other claimants have any claim of lien against the Project through the _____ day of __, __.¹⁰

4. No security interest has been given or executed by the undersigned Contractor for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

IN WITNESS WHEREOF, this Partial Release of Lien has been executed this _____ day of __, 20 __.

WITNESSES

_____ ¹¹
By: _____
Its: _____

Subscribed and sworn to before me this _____ day of __, 20 __.

(Notary Public)

My Commission Expires: _____

(Notarial Seal)

¹⁰ Date of last payment.

¹¹ Name of Contractor.

EXHIBIT B

CONTRACTOR'S AFFIDAVIT AND FINAL WAIVER AND RELEASE

- A. OWNER: _____¹
- B. CONTRACTOR: _____²
- C. FACILITY: _____³
- D. CONTRACT DATE: _____⁴
- E. PROJECT DESCRIPTION: _____⁵
- F. OWNER'S PROJECT NUMBER: _____⁶
- G. APPLICATION FOR PAYMENT NUMBER: _____⁷
- H. AMOUNT OF FINAL PAYMENT: \$ _____⁸

For and in consideration of the payments made by the Owner to the undersigned Contractor, or to any subcontractor, materialman or supplier of the undersigned, for labor and employed in and/or materials furnished for the construction of the above referenced Project, the undersigned Contractor hereby certifies as follows:

1. Upon receipt of the sum specified in Item H above, the undersigned Contractor certifies that it has received payment in full for all sums due and payable under the contract described herein, as amended by all change orders and other amendments, if any (collectively, the "Contract"), and all sums due for all work performed and all labor, materials, and services furnished in the construction of the project, and the undersigned Contractor hereby affirms that there will be no outstanding claims against the Owner, the undersigned Contractor, and its sureties in connection with this Project.

2. Contingent upon receipt of the sum specified in Item H, the undersigned Contractor does hereby waive, release and quit claim in favor of the Owner of the Project, each and every party acquiring title to and/or making a loan on the Project, and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assignees, all rights of the undersigned Contractor to assert any lien or claim upon the land and improvements comprising the Project, by virtue of any law in the jurisdiction in which the land and improvements are situated or any amendment of said law, regarding the rights of a contractor, subcontractor, laborer, supplier, or materialman to assert a lien or claim against land and improvements.

3. Contingent upon receipt of the sum specified in Item H, the undersigned Contractor does hereby forever release, waive, and discharge the Project and the Owner of the Project, from any and all causes of action, suits, debts, accounts, damages, liens, encumbrances, judgments, claims, and demands whatsoever, in law or equity, which the undersigned and/or its successors and/or assignees ever had, now have, or ever will have against the Owner of the Project, by reason of the Contract and/or the performance of Work and/or the furnishing of labor, services and materials relating to the construction of the Project;

¹ Name of Owner.

² Name of Contractor.

³ Name of hospital or other health care facility to which the project relates.

⁴ Date of the Agreement between Owner and Contractor.

⁵ Description of project and address of project site.

⁶ Owner's Project number on Contract.

⁷ Number of Application for Payment.

⁸ Amount of this Application for Payment.

and the undersigned hereby agrees to defend, indemnify and hold the Owner harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to or arising out of any claim or lien by any party relating to that which was paid or performed or should have been performed by or for the undersigned Contractor in connection with the Project or under the terms of the Contract.

4. The undersigned Contractor has not and will not assign any claim against the Owner of the Project, nor any lien or right to perfect a lien against the Project, and the undersigned has the right, power, and authority to execute this Affidavit, Final Waiver and Release.

5. Contingent upon receipt of the sum specified in Item H, the undersigned Contractor agrees that all laborers and all subcontractors employed by it, and all other laborers, trade contractors and subcontractors and sub-subcontractors of every tier and all suppliers or materialmen who have furnished work, labor, materials or services in connection with the Project will be paid in full and that none of such laborers, subcontractors, trade contractors, sub-subcontractors, suppliers, materialmen, or other claimant will have any claim, demand or lien against the Project, and the undersigned Contractor hereby agrees to defend, indemnify, and hold the Project and the Owner of the Project harmless from any such claim, demand or lien.

6. No security interest has been given or executed by the undersigned Contractor for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the Project.

This Affidavit, Waiver and Release shall be an independent agreement and covenant and shall operate and be effective with respect to Work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work on the Project and for any further work done or materials furnished at any time with respect to the Project subsequent to the execution hereof.

IN WITNESS WHEREOF, this Final Release of Lien has been executed this ____ day of _____, 20____.

WITNESSES

By: _____

Its: _____

Subscribed and sworn to before me this __ day of __, 20 __.

(Notary Public)

My Commission Expires: _____

(Notarial Seal)

¹² Name of Contractor.
4123231.19

EXHIBIT C

CHANGE ORDER FORM

CHANGE	OWNER	<input type="checkbox"/>
ORDER	ARCHITECT	<input type="checkbox"/>
	CONTRACTOR	<input type="checkbox"/>
	FIELD	<input type="checkbox"/>
DOCUMENT G701	OTHER	<input type="checkbox"/>

PROJECT: (name, address)	CHANGE ORDER NUMBER:	_____
_____	DATE:	_____
_____	ARCHITECT'S PROJECT NO.:	_____
TO CONTRACTOR: (name, address)	CONTRACT DATE:	_____
_____	OWNER PROJECT NO.:	_____

The Contract is changed as follows:		

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was\$ _____
Net change by previously authorized Change Orders\$ _____
The original (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was\$ _____

The original (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of\$ _____
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....\$ _____

The Contract Time will be (increased) (decreased) (unchanged) by() Days * Must Input*

The date of Substantial Completion as of the date of this Change Order therefore is() Date *Must Input*

ARCHITECT

ADDRESS

ARCHITECT SIGNATURE

BY _____

DATE _____

CONTRACTOR

ADDRESS

CONTRACTOR SIGNATURE

BY _____

DATE _____

HOSPITAL LEGAL NAME

ADDRESS

* if over \$500,000, Must be approved by SVP

BY _____

DATE _____

Exhibit L-3

PROJECT SCHEDULE OF VALUES FORM

Contractor Name: _____ Application Number: _____
 HCA Proj. Number: _____ Application Date: _____
 HCA P.O. Number: _____ Architect's Proj. Number: _____

Facility Name: _____
 Project Name: _____
 Project Location: _____

A	B	C	D	E	F	G	H		I	J
Div. No.	Description of Work	Scheduled Value	Work Completed and Stored Material		Less Current Month Retainage	Current Payment Due	Total Completed and Stored to Date	%	Balance to Finish	Retainage to Date
			From Previous Application	This Period		(E-F)	(D+E)	(H/C)	(C-H)	
1a	Fixed General Conditions					\$ -	\$ -	#DIV/0!	\$ -	
1b	Reimb. General Conditions					\$ -	\$ -	#DIV/0!	\$ -	
2	Sitework					\$ -	\$ -	#DIV/0!	\$ -	
3	Concrete					\$ -	\$ -	#DIV/0!	\$ -	
4	Masonry					\$ -	\$ -	#DIV/0!	\$ -	
5	Metals					\$ -	\$ -	#DIV/0!	\$ -	
6	Wood and Plastics					\$ -	\$ -	#DIV/0!	\$ -	
7	Thermal/Moisture Protect					\$ -	\$ -	#DIV/0!	\$ -	
8	Doors and Windows					\$ -	\$ -	#DIV/0!	\$ -	
9	Finishes					\$ -	\$ -	#DIV/0!	\$ -	
10	Specialties					\$ -	\$ -	#DIV/0!	\$ -	
11	Equipment					\$ -	\$ -	#DIV/0!	\$ -	
12	Furnishings					\$ -	\$ -	#DIV/0!	\$ -	
13	Special Construction					\$ -	\$ -	#DIV/0!	\$ -	
14	Conveying Systems					\$ -	\$ -	#DIV/0!	\$ -	
15	Mechanical					\$ -	\$ -	#DIV/0!	\$ -	
16	Electrical					\$ -	\$ -	#DIV/0!	\$ -	
17	Contractor Fee					\$ -	\$ -	#DIV/0!	\$ -	
	TOTAL VALUE					\$ -	\$ -	#DIV/0!	\$ -	

***NOTE-IF BILLING FOR REIMBURSABLE GENERAL CONDITIONS, PLEASE PROVIDE BACKUP



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

Init.

/



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$ 0.00

Description:

(Name and location)

AIA

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Init.

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AIA[®] Document A701[™] – 2018

Instructions to Bidders

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

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

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

TABLE OF ARTICLES

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits:			
	<i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>			
	<input type="checkbox"/>	AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i>		
	<input type="checkbox"/>	The Sustainability Plan:		
		Title	Date	Pages
	<input type="checkbox"/>	Supplementary and other Conditions of the Contract:		
		Document	Title	Date Pages
.9	Other documents listed below:			
	<i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>			

TO OWNER:

PROJECT:

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION NO: 001

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

Distribution to:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$0.00

2. NET CHANGE BY CHANGE ORDERS

\$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$0.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$0.00

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703)

\$0.00

b. 0 % of Stored Material (Column F on G703)

\$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$0.00

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$0.00

8. CURRENT PAYMENT DUE

\$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$0.00

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

[illegible]



AIA[®] Document G704[™] – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CERTIFICATE INFORMATION:

Certificate Number: 001

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

Date Issued:	Jan X, XXXX
Project:	Name Address Address Address
Architect's Supplemental Instructions:	ASI #1
To:	Contractor's Name Address Address Address

The Work shall be revised in accordance with the following supplemental instructions, and shall be carried out in accordance with the Contract Documents. Prior to proceeding with the work described, the Contractor is to determine if the work is to affect the contract amount. If additional costs are to be incurred, the Contractor shall submit an itemized cost breakdown showing time, material and other items affected by the change. After acceptance of this work and associated costs, a change order will be prepared for signatures to affect a change to the contract.

Item Number	Description
1	Type here
2	
3	
4	
5	

Attachments:

Drawings

ADDENDUM

Date Issued: Jan X, XXXX

Project: Name
Address
Address
Address

Addendum Number: 1

The Contractors submitting proposals on the above-captioned project shall be governed by the following addendum, changes and explanations to the drawings and specifications and shall submit their bids in accordance therewith.

Item Number	General Items Description
1	Type here
2	
3	
4	
5	

Sheet Number	Drawings
Architectural Drawings	
A-101	Type here
A-102	Type here
Structural Drawings	
S-101	Type here

Specification Section	Project Manual
Architectural Sections	
XXXXXX	Type here

Attachments:

Drawings



PROPOSAL REQUEST

Date Issued:	Jan X, XXXX
Project:	Name Address Address Address
Proposal Request Number:	PR #1
To:	Contractor's Name Address Address Address

A Proposal shall be prepared in accordance with the Contract Documents, containing detailed information relating to the requested changes. The Contractor shall submit an itemized cost breakdown showing time, material and other items affected by the change. Upon acceptance of this Proposal Request a Change Order will be prepared for signatures to affect a change to the contract.

Item Number	Description
1	Type here
2	
3	
4	
5	

Attachments:

Drawings

SUBMITTAL REVIEW

Date Reviewed:	Jan X, XXXX
Project:	Name Address Address Address
Specification Section and Name:	ASI #1
Reviewer:	Name
To:	Contractor's Name Address Address Address

Corrections or comments made on the shop drawings and associated information pages during this review do not relieve contractor from compliance with requirements given in the Contract Documents. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the plans and specifications. The Contractor is responsible for dimensions, which shall be confirmed and correlated at the job site, fabrication processes and techniques of construction, coordination of his/her work with that of all other trades, and the satisfactory performance of the work.

<input checked="" type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REVISE AND RESUBMIT FOR FURTHER REVIEW
<input type="checkbox"/> MAKE CORRECTIONS AS NOTED WITHOUT FURTHER REVIEW	<input type="checkbox"/> REJECTED

Item Number	Description
1	Item 1
2	Item 2
3	Item 3
4	Item 4

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Use of premises.
 - 3. Code compliance
 - 4. Dust control
 - 5. Protection of existing improvements
 - 6. Traffic Control
 - 7. Temporary Controls

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of remodel & conversion one of the existing Exam rooms at Ogden Regional Medical Center- Emergency Department to Psych Exam room.

- B. Total remodel area- square feet 203.

Project Location: Ogden Regional Medical Center, Emergency Department
Address: 5475 South 500 East Washington Terrace, Utah

- C.
 - 1. Owner: Ogden Regional Medical Center, 5475 South 500 East Ogden, Utah
 - 2. Owner's Representative: Bobby Braun

- D. Architect: NJRA Architects, 5272 S College Dr, Murray, UT 84123

- E. The Work consists of the following:

- 1. The Work includes: architectural, mechanical, plumbing and electrical work as defined on the contract documents.

1.4 USE OF PREMISES

- A. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

- B. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

1.5 CODE COMPLIANCE

- A. All work shall comply with current edition of codes including but not limited to the following:
 - 1. International Building Code
 - 2. International Mechanical Code
 - 3. International Plumbing Code
 - 4. NFPA
 - 5. National Electric Code
 - 6. OSHA Regulation
 - 7. Health and Safety Regulations
 - 8. Utility Company Regulations
 - 9. Police, Fire Department Rules
 - 10. Environmental Protection Regulations
 - 11. Americans with Disabilities Act
- B. Arrange for authorities having jurisdiction to inspect and test according to their requirements and for each temporary utility before use. Obtain required certifications and permits.
- C. Requirements of codes and regulations shall be considered as the minimum. Where the contract documents exceed (without violating) code and regulation requirements, contract requirements shall take precedence. Where codes conflict, the more stringent shall apply.

1.6 DUST CONTROL

Temporary partitions should be constructed as called out on the Contract Documents and as mentioned in specification Section 024119 – Selective Demolition.

1.7 PROTECTION OF EXISTING IMPROVEMENTS

- A. Take precautions necessary to protect all existing utilities, monitor wells, and other Site improvements to remain from damage due to the work of this Project.
- B. Provide restoration of damaged property if damage is a result of construction activities.

1.8 TRAFFIC CONTROL

- A. Maintain control of vehicular and pedestrian traffic caused by, or resulting from, the work of this Project.
- B. Means of control shall be in accordance with the applicable regulations of the jurisdiction responsible for traffic safety.

1.9 TEMPORARY CONTROLS

- A. Conform to all applicable state and local ordinances and regulations. Obtain and pay for necessary permits and licenses as required by local jurisdictions.

END OF SECTION

SECTION 01 29 00 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes measurement and payment provisions for, but not limited to, the following:
 - 1. Materials Delivered but Not Yet Installed.
 - 2. Schedule of Values.
 - 3. Applications for Payment.
 - 4. Preliminary Progress Schedule.
 - 5. Construction Progress Schedule.
 - 6. Change Orders.

1.2 MATERIALS DELIVERED BUT NOT INSTALLED

- A. Exclude from Applications for Payment materials or equipment delivered and stored, but not yet incorporated into the Work, unless circumstances dictate acceptance (i.e. pre-purchase of equipment for early delivery to prevent delay of construction or subsequent facility opening date) and pre-payment is agreed to, in writing, by the Owner.
- B. If Owner has agreed to make early payment on account of materials or equipment not incorporated in the Work, but delivered and stored in conformance with the requirements of the Contract Documents, at the site, or at some other location agreed upon in writing, such pre-payment shall be conditioned upon approval by Contractor's Insurance Carrier, and Architect, in writing, prior to submission by Contractor of the applicable payment request.
- C. Pre-payment request shall contain substantiating documentation, including:
 - 1. Bill(s) of Sale.
 - 2. Evidence of insurance for the materials or equipment, covering the item(s) until completion of installation.
 - 3. Provision for transportation to the Project Site.
 - 4. Protection of Owner's interest under any circumstance (i.e. Owner's right to retrieve equipment or materials from storage area of a bankrupt company's property).
 - 5. Provision for inspection/testing at the stored location.
 - 6. Provision for security until completion of installation.

1.3 SCHEDULE OF VALUES

- A. Type schedule on AIA Document G703. Owner's Standard Invoice/Schedule of Values or Contractor's standard forms and automated printout equivalent to the AIA Document will be considered for approval by Owner upon Contractor's request. Identify schedule with:
1. Title of Project and location.
 2. Architect and Project number.
 3. Name and Address of Contractor.
 4. Contract designation.
 5. Date of submission.
- B. Schedule shall list the installed dollar value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. List each subcontract first using the Table of Contents of the Project Manual as the format.
1. Next list any allowances included in the contract amount.
 2. List each major section or portion of work to be performed by the Contractor.
 3. List Contractor's fee separately.
 4. List any contingencies.
 5. Identify each line item with the number and title of the respective major section of the specifications.
 6. Subdivide items to correspond with cost correlation requirements for construction progress schedule.
- D. For each major line item list sub-values of major products by building area or floor level or other operations under the item.
- E. For the various portions of the Work:
1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid.
 - b. The total installed value.

- B. The sum of all values listed in the schedule shall equal the total Contract Sum.
- C. Refer to General Conditions, Article 12, for changes.

1.4 APPLICATIONS FOR PAYMENT

A. Format and Data Required:

- 1. Submit applications typed on AIA Document G702/703, Application for Payment. Contractor's standard forms and automated print-out equivalent to the AIA Document will be considered for approval by Architect upon request by the Contractor.
- 2. Submit 2 copies with "wet" signatures.
- 3. Add provision for Inspector of Record's signature.

B. Provide itemized data on continuation sheet:

- 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Architect.
- 2. Include Payment Application number.

C. Preparation of Application for Each Progress Payment:

1. Application Form:

- a. Fill in required information, including that for Change Orders executed prior to date of submittal of application along with the number assigned to each Change Order.
- b. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
- c. Certification that the Project Record Documents are current with the progress status of the Project.
- d. Execute certification with signature of a responsible officer of Contract firm.

2. Continuation Sheets:

- a. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
- b. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - 1) Round off values to nearest dollar, or as specified for Schedule of Values, and percent of item completion.
- c. List each Change Order executed prior to date of submission, at the end of the continuation sheets.

- 1) List by Change Order number, and description, as for an original component item of work.

D. Substantiating Data for Progress Payments:

1. When Owner or Architect requires substantiating data, submit information, with a cover letter identifying:
 - a. Project.
 - b. Application number and date.
 - c. Detailed list of enclosures.
 - d. For stored products.
 - 1) Item number and identification as shown on application.
 - 2) Description of specific Material.
2. Submit 1 copy of data and cover letter for each copy of application.
3. Revised updated CPM schedule.
4. Current period's General Contractor Conditional Waiver and the prior period's Unconditional Waiver.
5. Waivers from Subcontractors.
6. Copies of invoices for National Purchase Agreement (NPA) items.
7. Corrections and updates to "as-built" documents.

E. Preparation of Application for Final Payment:

1. Fill in application form as specified for progress payments.
2. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 - CONTRACT CLOSEOUT.

F. Submittal Procedure:

1. Submit Applications for Payment to Owner at the times stipulated in the Agreement.
2. Number: 3 copies of each Application.
3. When Owner, Inspector of Record, and Contractor agree on percentages to be requested, and when agreed and signed by them and Architect, Architect will transmit the Certificate for Payment to Owner.
4. Approval and signing of the Application for Payment by Owner and Architect is contingent upon approval of the current status of the As-Built Drawings/Record Documents and submittal of updated CPM

schedule.

1.5 CHANGE ORDERS

- A. Change Orders shall be processed by the Architect in accordance with the Conditions of the Contract, Supplementary Conditions of the Contract, and as herein specified.
- B. Coordination with Contractor's Submittals:
 - 1. Revise Schedule of Values and Application for Payment forms monthly to record each change as a separate item of Work, and to record the adjusted Contract Sum.
 - 2. Upon completion of work under a Change Order, enter pertinent changes in record documents.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes the requirements for Project coordination.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Minimum administrative and supervisory requirements necessary for coordination of Work shall be fulfilled collectively by the Contractor in coordination with subcontractors including, but not necessarily limited to, the following:

1. Coordination drawings.
2. Coordination meetings.
3. Administrative coordinating personnel.
4. Contractor's coordination of work.

1.3 COORDINATION MEETINGS

- A. Schedule and conduct meetings and conferences at project site, unless otherwise indicated.

1.4 ADMINISTRATIVE COORDINATION PERSONNEL

- A. Provide a General Superintendent and other administrative and supervisory personnel required for performance of the Work.
- B. Provide specific coordinating personnel for each subcontractor as reasonably required for interfacing Work with other work of total Project.
- C. Submittal of Staff Names, Duties: Within 7 days of Notice to Proceed submit to the Owner a listing of principal staff assignments and consultants, including names, addresses and telephone numbers.

1.5 CONTRACTOR'S COORDINATION OF WORK

- A. Provide and coordinate the following:
 1. General and special services and operations to furnish and install Work.
 2. Primary, major and accessory materials, and items necessary to complete the installation.
 3. Labor operations and material items reasonably incidental for finishing.

4. Performance of work and delivery of materials in accordance with established construction schedules.
- B. Coordinate all aspects of construction operations, generally, and specifically as required to provide Owner with a complete, operable facility.
 1. Resolve any dispute over coordination, or failure to coordinate, such that resolution is consistent with Contract Documents. When such resolution is not possible, refer to the General Conditions.
 2. Where proper execution of this Work depends on the work of any other contractor, inspect and promptly report to Architect any defects in such work that render it unsuitable for such proper execution and results.
 3. Cooperate with other contractors on the Project site and with Architect so that completion of all work can proceed with prudent speed.
 - a. Furnish other contractors, whose work is fitted to this work, detail and erection drawings giving full information regarding the fabrication and assembly of this Work.
 - b. So far as possible, drawings shall indicate checked field measurements.
 - c. Cooperate in timing this Work to join with the work of other contractors or the Owner.
 4. Check the drawings of other contracts for interferences with this Work and promptly report to Architect, in writing, any such interferences.
 5. Submit complete information, including Drawings, descriptions, sketches, marked prints, etc., as required for Architect's review and coordination of drawings by others which are a part of this Work.
- C. Mechanical, Electrical, and Related Systems Coordination: Prior to proceeding with the work, and before installation, coordinate and work out all "tight" conditions involving work of various Sections.
 1. Before work proceeds in these areas, prepare supplemental drawings for review by the Architect.
 2. Provide all work necessary to coordinate tight conditions, including supplemental drawings in sufficient detail for showing that all work is coordinated in "tight" areas, and additional labor and materials necessary to overcome "tight" conditions at no increase in cost to the Owner.
 3. Coordination of "tight" conditions shall include:
 - a. Providing sufficient clear space around all equipment necessary for maintenance access and as required by Code.

- b. Adjustments in depth, position, and elevation of underground and overhead utilities at points of conflict. Utility space conflicts shall be resolved by giving precedence to those utilities which are called out to be sloped. The term "utility" as used in this paragraph includes: all piping, conduit, and ductwork.

1.6 COORDINATION DRAWINGS

- A. Submit plans and cross-sections in sufficient detail to show coordinated layout of all ducts, pipes, electrical work, access doors, above ceiling clearances, canopy rigging, acoustical curtains, and other related items. Plans and cross-sections shall be provided that include all underground ducts, electrical ductbanks, piping, and other underground utilities.
- B. Engage professional drafter to prepare these drawings to one-quarter scale on Auto-CAD with title blocks to match the Contract Drawings.
 - 1. These plans shall reflect existing dimensions as field-verified by the Contractor.
 - 2. Plans shall be uniform and identical and shall serve as backgrounds for preparation of shop or layout drawings required under Divisions 15 and 16 and ultimately for recording of as-built information required under these divisions.
 - 3. Where additional sheets of elevations, sections, details, and/or diagrams are required, such sheets shall match the Contract Drawings with respect to size and title block.
 - 4. Prior to beginning excavation for structural footings and utilities, submit a coordination plan showing all underground utilities including: all underground piping, underground ductwork, electrical and communication ductbanks.
 - a. The plan shall be a composite overlay of sheets each dedicated to a single underground utility using a common background and scale.
 - b. Dimensions shall be sufficient to clearly indicate the position and depth of each utility relative to structural footings, above grade structures, and finished grade.
 - c. At points where the plan indicates that utilities will cross each other, cross a structural footing, or run within six (6) feet parallel to either each other or a structural footing, provide a cross section drawing.
 - d. Cross section drawings shall clearly show the relative positions and depths of each utility and structural footing.
 - e. The composite plan and cross section drawing(s) shall be updated to "as-builts" and submitted with the Project Record (As-Built) Drawings.

- C. Do not commence work until the Architect has reviewed these Drawings.

1.7 MISCELLANEOUS PROVISIONS

- A. Prior to starting a particular type or kind of work:
 - 1. Examine for relevant information, all Contract Documents and subsequent data issued;
 - 2. Check accepted submittals and verify dimensions at job site;
 - 3. Consult manufacturers for instructions applicable to conditions under which Work is to be installed;
 - 4. Inspect areas, surfaces or construction receiving the Work.
 - a. Start of work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory condition to achieve proper installations and first quality workmanship as intended under these specifications.
 - b. Failure to so inspect and report shall constitute an acceptance of the other contractor's work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 10 – FIELD ENGINEERING**PART 1 - GENERAL****1.1 FIELD MEASUREMENTS AND EXISTING CONDITIONS**

- A. Contractor Responsibility: Exact field measurements are responsibility of the Contractor. Any required off-sets, additional fittings, re-routing of existing or new work to provide serviceable system within the location shown, and to maintain head room and clearances to match existing construction, are responsibility of the Contractor.
- B. Layout of the Work: The Contractor shall employ, at the Contractor's own expense, Registered Civil Engineer or Licensed Land Surveyor. Contractor's engineer or surveyor will provide layout of the work of the Project and establish all reference points and elevations required for construction.

1.2 GRADES, LINES AND LEVELS

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- C. Benchmarks: Establish and maintain a minimum of six permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Preservation: All stakes, boundary lines, bench marks or survey marks, etc., which have been or may be established in any part of the Project site or adjacent thereto shall be carefully preserved and respected by the Contractor and shall be restored at the Contractor's expense if lost or destroyed as result of the Contractor's operations.
 - 1. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

- E. Conflict: The Contractor will be held responsible for correctness of layout, for establishing location of existing concealed utility lines, and for notifying the Architect in writing in event of conflict with the Drawings. In such case, the Contractor shall not proceed until instructed by the Architect.
- F. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, plumbness and elevations of construction and sitework.
- G. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 10 days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.

- d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
1. Use for Construction: Use only final submittals with mark indicating "Approval notation from Architect's action stamp".

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- 1. Mark each copy of each submittal to show which products and options are applicable.
 - 2. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Standard product operation and maintenance manuals.
 - g. Compliance with specified referenced standards.
 - 3. Submit Product Data concurrent with Samples.
 - 4. Number of Copies: Digital Files are preferred as PDFs. If samples are required such as physical materials for color selection/verification submit (4) four copies, unless otherwise indicated.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Schedules.
 - h. Design calculations.
 - i. Compliance with specified standards.
 - j. Relationship to adjoining construction clearly indicated.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit four opaque copies of each submittal, Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

END OF SECTION

SECTION 01 40 00 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes the requirements for Owner furnished testing and inspection services which include the following:
 - 1. Observation by Inspector of Record.
 - 2. Laboratory responsibilities.
 - 3. Laboratory reports.
 - 4. Limits on testing laboratory authority.
 - 5. Contractor responsibilities.
 - 6. Schedule of inspections and tests.
- B. These services are identified to indicate the requirement for cooperation and assistance needed by Owner's testing and inspection agency.

1.2 QUALITY ASSURANCE

- A. Testing and Inspection Agency Qualifications: A testing and inspection agency must have a minimum 5 years continuing experience preceding date of these Contract Documents, and be qualified in accordance with the following American Society for Testing and Materials (ASTM) publications:
 - 1. ASTM E 548-84 Standard Practice for Generic Criteria for use in the Evaluation of Testing and Inspection Agencies.
 - 2. ASTM E 699-79 (1984) Standard Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E-6.
- B. Testing Equipment: Calibrated at intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.3 INSPECTION AND TESTING PERSONNEL AND FACILITIES

- A. Inspector of Record:
 - 1. The Owner will employ one or more qualified Inspectors of Record, acceptable to the Local Building Department issuing Permits who will be employed continuously at the construction site, working under the Owner Representative's general direction. The IOR(s) will observe

progress of the work and to report to the Owner any non-conformance with Contract Documents.

2. In compliance with the State Building Code, Part 1, Title 24 of the California Code of Regulations, Article 7-145, the Inspector of Record shall have personal knowledge, obtained by continuous inspection of all parts of the work of construction in all stages of its progress, to ensure that the work is in accordance with the approved contract documents.
3. Specific duties and limits of responsibilities include the following:
 - a. Observing and spot checking materials upon arrival at site, and work in progress, to determine conformance with Contract Documents. Reporting any defects immediately to the Owner.
 - b. Maintaining liaison with the Contractor and his Subcontractors only through Contractor's superintendent.
 - c. Evaluating Contractor's suggestions and reporting them with recommendations to the Owner for final decision.
 - d. Remaining alert to the Construction Schedule and immediately reporting any potential delays and problems to the Owner.
 - e. Maintaining a Daily Log of activities on site, pertinent to a continuous project report record.
 - f. Preparing a Verified Report every 3 months (or sooner if required for a specific project schedule).
 - g. Receiving Samples of construction materials at the jobsite.
 - h. Scheduling and accompanying regulatory inspectors through the project and reporting to the Owner the results of such inspection visits.
 - i. Being alert to conditions which could affect Hospital's existing operation.
 - j. Reviewing and verifying degree of work completion with that cited in Contractor's monthly payment request.
 - k. Maintaining Contract information and Shop Drawing files.
 - l. Preparing a Field Inspection Report of incomplete or unsatisfactory work at intervals throughout the work progress. Checking off such items when made complete and satisfactory by Contractor.
 - m. Attending project meetings in accordance with specifications Section 013100.
 - n. Enforcing Infection Control requirements.

- o. Provide all coordination for independent Testing Laboratories.
 - p. Participate in formation of Final Punch List.
- B. Local Permit Issuing Agency will approve the Inspector of Record for the project who shall be allowed access to the project site at any time.
- C. Geotechnical Engineer: Observation of all excavations and engineering control of all fills and backfills shall be by a Geotechnical Engineer.
 - 1. Owner will contract with the Geotechnical Engineer for observation and testing of all excavations and engineering control of all fills and backfills.
 - 2. The Geotechnical Engineer shall submit a Final Report verifying that Work has been performed in accordance with the requirements of the Contract Documents and Soils Investigation Report(s) prepared for this Project.
 - 3. The Geotechnical Engineer shall distribute the Final Report in accordance with Paragraph 1.4, B.
- D. Testing and Inspection Agency:
 - 1. The Owner will employ and pay for the services of an independent testing and inspection agency to perform the tests and inspections required herein except where noted otherwise.
 - a. Employment of the testing and inspection agency shall in no way relieve the Contractor's obligation to perform the work defined in the Contract Documents.
 - 2. Limitations of authority of the Testing and Inspection Agency:
 - a. Testing Agency is not authorized to:
 - 1) Release, revoke, alter, or enlarge on the requirements of the Contract Documents;
 - 2) Approve or accept any portion of the Work, or;
 - 3) Perform any duties of the Contractor.
 - 3. All work shall conform to the requirements of state and local applicable Codes.
 - 4. Testing and inspection agency shall perform tests and inspections as required by applicable regulation as indicated in the specification Sections, and as directed by the Owner and required by the Code.
 - 5. Testing and inspection agency shall prepare, cure, store, and transport job samples to the Laboratory.

6. At the completion of the Project, verified reports shall be submitted as required by CCR, Title 22 and as directed.

1.4 LABORATORY REPORTS

- A. After each inspection and test, promptly submit copies of laboratory report which includes:

1. Date issued,
2. Project title and number,
3. Name of Inspector from inspection agency,
4. Date and time of sampling or inspection,
5. Identification of product and specifications section,
6. Location in the Project,
7. Type of inspection or test,
8. Date of test,
9. Results of tests,
10. Conformance with Contract Documents,
11. Whether original test or re-test,
12. State/local permit number,

- B. Reports shall be distributed to the following:

1. Architect of Record
2. Inspector of Record (I.O.R.)
3. General Contractor
4. Owner.
5. Applicable Consultant
6. Local Jurisdiction where applicable

1.5 LABORATORY RESPONSIBILITIES

- A. Provide qualified personnel at site. Cooperate with Architect/Inspector of Record and Contractor in performance of services.
- B. Perform specified inspecting, sampling, and testing of Products in accordance

- with specified standards.
- C. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- D. Promptly notify Architect, IOR and Contractor of observed irregularities or non-conformance of Work or Products.
- E. Perform additional inspection and test required by Architect.
- F. Attend preconstruction meetings and progress meetings when requested.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with Inspector of Record and Testing and Inspection Agency and provide access to Work, including off-site manufacturer's or fabricator's operations.
 - 1. Provide required quantities of material samples to be tested.
 - 2. Samples will be selected and taken by representative of Testing and Inspection Agency.
- B. Furnish copies of product data and test reports as required.
- C. Furnish incidental labor and facilities:
 - 1. To provide access to work to be tested;
 - 2. To obtain and handle samples at the Project site, or at the source of the Product to be tested or inspected;
 - 3. To facilitate inspections and tests, and;
 - 4. For storage and curing of test samples at the Project site.
- D. Provide, on a weekly basis, a Short Interval Project Schedule with a minimum three-week duration which identifies upcoming testing requirements.
- E. Schedule the tests and inspections required by the Contract Documents and applicable codes and regulations with the Inspector of Record and the Testing and Inspection Agency, a minimum of 48 hours in advance.
 - 1. When tests or inspections cannot be performed after such notice, or if re-tests and re-inspections are required due to the fault of the Contractor, all costs for such re-work shall be deducted from the Contract Amount. If the remaining unpaid balance in the Contract is insufficient to cover the Change Order for this work, Contractor shall pay the difference directly to the Owner.
 - 2. Do not cover corrected Work until said Work has been re-tested and or re-inspected satisfactorily.

- F. Arrange with Owner's Testing and Inspection Agency and pay for additional samples and tests required for the Contractor's convenience when approved by Owner.
- G. Contractor shall pay costs for the following specified items:
 - 1. Design mixes for:
 - a. Cast-in-Place concrete
 - b. Asphalt paving
 - 2. Redesign of mixes due to change in source of ingredients.
 - 3. Certified mill test reports.
 - 4. Pre-construction tests for masonry units.
 - 5. Preparation and delivery to laboratory of pre-construction masonry prisms for testing.
- H. Notification of Architect:
 - 1. In addition to tests and inspections called for in this Section, notify applicable parties of inspections and testing called for in the individual Sections of the Specifications or on the Drawings.
 - 2. Notify 48 hours in advance, to assure inspections prior to covering up or closing in of work involved. Any work covered up before such required inspection or testing shall be uncovered or removed at the Contractor's expense.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost.
- B. Water Service: Pay water service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MATERIALS

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.

3. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

- G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
- H. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- I. Parking: Provide temporary parking areas for construction personnel.
- J. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- K. Project Identification and Temporary Signs: Provide Project identification sign. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
- L. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Cleaning" for progress cleaning requirements.
- M. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Site Enclosure Fence: Before construction operations, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION

SECTION 01 60 00- PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: This Section contains definitions, product requirements and requirements for prior approved items.
- B. Delivery and storage of materials and equipment.
- C. Procedures for selecting products and approving substitutions.

1.2 DEFINITIONS

- A. General: Definitions are not intended to negate the meaning of other terms used in Contract Documents, including specialties, systems, structure, finishes, accessories, furnishings, special construction, and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Products: Purchased items for incorporation into the Work, regardless of whether specifically purchased for Project or taken from Contractor's stock of previously purchased products.
- C. Materials: Products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of Work.
- D. Appliances, Equipment, and Fixtures: Products with operational parts, regardless of whether motorized or manually operated and particularly including products with service connections (wiring, piping, etc.).
- E. System: A unit of Work (i.e., structural system, vacuum system, etc.) shown or specified to include particular products, materials, appliances, equipment, or fixtures.
- F. Substitutions: Where products, materials, appliances, equipment, or fixtures are listed by trade name(s), manufacturer name(s), or catalog reference(s) or where these items are shown or specified as part of a system or systems, items or systems proposed for use by Contractor that are not listed or differ from those shown or specified as part of a system will be considered substitutions.
 - 1. Submit substitutions in accordance with requirements of this Section.
 - 2. The requirements for substitutions do not apply to specified Contractor options. Revisions to Contract Documents, where requested by Owner or Architect are changes, not substitutions.
 - 3. Contractor's determinations of and compliance with governing regulations and orders issued by governing authorities do not constitute

substitutions, and do not constitute a basis for change orders; except as provided for under substitution procedures in this Section or elsewhere in Contract Documents.

- G. Prior -to-Bid Approvals: Products, materials, appliances, equipment, fixtures, or systems that have been proposed as substitutions and accepted by Owner prior to bid.

1.3 DESCRIPTION

- A. General: Specific products, materials, appliances, equipment, fixtures, accessories, manufacturers, and proprietary mentioned by name, grade, or brand, in Specifications or on Drawings have been selected for their particular fitness, availability, and desirability for use appropriate to Work of this Project and are intended to establish the standard of quality.
- B. Compliance: The compliance requirements, for individual products are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details, and other similar forms and methods of indicating requirements.

1.4 PRODUCT REQUIREMENTS

- A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for intended use.
 - 1. Materials shall be new unless otherwise specified and unused, except for testing of current production models on date of order, undamaged, and un-deteriorated at time of use.
 - 2. Identify materials in accordance with accepted trade standards and requirements of this Section.
 - 3. Select and use methods or processes, including intermediate processes, which will produce the specified finished material or product.
 - 4. Ascertain that the Work, including materials, products, and equipment delivered and installed, is in full compliance with the Contract Documents and appropriate submittals.
 - 5. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.
 - 6. Continued Availability: Where additional amounts of product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard,

domestically produced product which is likely to be available to Owner at such later date.

- B. Nameplates: Except as otherwise indicated for required approval labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the Work.
 - 1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
 - 2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. See sections specifying equipment requirements for specifics.

1.5 QUALITY ASSURANCE

- A. Special Requirement: Due to certain Owner requirements, Owner will not consider substitutions on certain items. Therefore, substitutions will not be considered for items followed by the words: "no substitution(s)."
- B. Architect's Compensation:
 - 1. Except as limited by provisions of Owner-Architect or Owner-Contractor Agreements, Contractor shall reimburse Owner for compensation paid to Architect for evaluation of substitution proposals made during construction, whether or not substitution is accepted by Owner.
 - 2. Refer to Request for Substitution form at the end of this Section.
- C. Delays and Costs:
 - 1. Substitution proposals made during construction shall be in accordance with procedures outlined in this Section, and be made in sufficient time to allow for adequate time for Architect's review and evaluation.
 - 2. Delays and added costs associated with inadequate supportive data, necessary extended evaluations, or redesign work caused by substitutions shall be borne by Contractor.
 - 3. Cost changes resulting from proposed substitutions shall be clearly stated with the initial substitution proposal. Subsequently discovered costs resulting from the substitution shall be borne by Contractor.

1.6 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.

- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- D. Deliver products in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

1.7 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection, periodically inspect to assure products are undamaged and are maintained under required conditions.
- F. After installation, provide covering to protect products from damage from traffic and construction operations, remove when no longer needed.

1.8 PROCEDURES

- A. Procedures for Selecting Products: Contractor's options for selecting products are limited by Contract Document requirements and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects.

1. Single Product/Manufacturer Name:

- a. Provide product indicated. Do not offer to provide an unnamed product unless it has been accepted under substitution provisions listed below.
- b. Except as otherwise indicated, "Named" is defined to mean manufacturer's name for product as recorded in latest issue of published product literature as of date of Contract Documents.

- c. Refer to requests to use products of a later (or earlier) model to Architect for acceptance before proceeding.
2. Two or More Product/Manufacturer Names:
 - a. Provide 1 of the named products, at Contractor's option.
 - b. Do not offer to provide an unnamed product unless it has been accepted under substitution provisions listed below.
3. Performance Requirements:
 - a. Provide products which comply with specific performances indicated and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated.
 - b. Overall performance of a product is implied where product is specified for specific performances.
4. Standards, Codes, and Regulations: Where compliance with an imposed standard, code, or regulation is required, selection from among products which comply with requirements of those standards, codes, and regulations is Contractor's option.
5. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing, and similar operations in manufacturing process.
6. Visual Matching:
 - a. Where matching of an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment.
 - b. Where no product exists within specified cost category, which matches sample satisfactorily and complies with requirements, comply with provisions concerning, substitutions and change orders for selection of an equivalent product.
7. Visual Selection:
 - a. Where specified product requirements include "color(s), pattern(s), texture(s), etc. selected by Architect" or words of similar effect, selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color(s), pattern(s), and texture(s), etc. is Architect's selection.
 - b. Where specified product requirements include "color(s), pattern(s), texture(s), etc., to match Architect's sample" or words to that

effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern, or texture.

1.9 SUBSTITUTION PROCEDURES

- A. Prior (-to-Bid) Approvals: Substitute products, materials, appliances, equipment, fixtures, or systems will be considered by Architect.
1. Any bidder, material supplier, or manufacturer desiring to propose substitution(s) shall:
 - a. Submit in a sealed envelope catalog cuts, shop drawings, or other descriptive literature for products, materials, appliances, equipment, fixtures, or systems for proposed substitution.
 - b. Submit not later than 14 calendar days before bid opening
 1. Make request to Architect in triplicate on copies of Request for Substitution form included at end of this Section.
 2. Submittal(s) shall include a complete and adequate analysis showing point-for-point comparison to specified item(s) or system(s) and must prove equality or superiority.
 3. Include related Section and Drawing number(s), and fully document compliance with requirements for substitutions.
 4. Include product data/drawings, description of methods, samples.
 - a. Where applicable, statement of effect on construction time and coordination with other affected Work.
 - b. Cost information for proposal.
 5. Include identification of previous use locally with dates and names of Architect and Owner.
 6. Anything less will not be considered.
 7. Equivalency:
 - a. The Architect will be the initial judge of equivalency of proposed substitution(s).
 - b. Architect will make written recommendation of acceptance or rejection to Owner.
 8. Satisfaction:

- a. Prior to proposing substitution(s), certify that item or system is equal to that specified.
 - b. That it will fit into space allocated.
 - c. That item affords comparable ease of operation, maintenance, and service.
 - d. That appearance, longevity, and suitability for climate and use are comparable to item specified.
 - e. That substitution is in Owner's interest.
 9. Manufacturer's data which is readily available to Architect is not acceptable for establishing proof of quality.
 - a. Provide laboratory test data performed by a nationally recognized independent testing laboratory known for its testing expertise.
 - b. Laboratory test shall include types of materials used in substitute item or system, including their thickness and strength, and a direct comparison to item or system specified for capacities, capabilities, coatings, functions, life cycle usage, and operations.
 - c. No change in Architect's design intent will be allowed where item or system will be exposed and where it will be used.
 10. Proof: Burden of proof that a proposed substitution is equal or equivalent to a specified item or system shall be upon Contractor, who shall support his request with sufficient test data, samples, brochures, and other means to permit Architect to make a fair and equitable decision on merits of proposal.
 11. Based on Architect's written recommendation of acceptance or rejection, Owner will determine acceptability of proposed substitutions.
 12. Architect will notify Bidders of Owner's acceptance not later than 5 calendar days prior to bid opening via an addendum to the Contract Documents listing only accepted substitutions.
 13. Responsibility: Acceptance of substitutions shall not relieve Contractor from responsibility for complying with all other requirements of the Contract Documents and coordinating substitution(s) with adjacent materials and other affected equipment.
- B. During Construction:
1. Substitutions will not be considered when they are indicated or implied on submittals without separate written request prior to submittal, or when acceptance will require substantial revision of Contract Documents.
 2. Architect and Owner will consider requests from Contractor during

construction for substitutions (following procedures outlined above for prior approvals) only under 1 or more of the following conditions:

- a. Substitution is required for compliance with subsequent interpretation of code requirements or insurance regulations.
- b. Shown or specified item or system cannot be provided within Contract Time or becomes unavailable due to no fault of Contractor.
- c. Subsequent information disclosed inability of item(s) or system(s) to perform properly or to fit in designated space, or manufacturer(s) refuse(s) to certify or warrant performance as required.
- d. When, in Architect's judgment, a substitution would be substantially in Owner's best interests in terms of cost (substantial credit), time, or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for evaluation and redesign services, increased cost of other work by Owner or separate contractors, and similar considerations.

PART 2 - PRODUCTS
Not used.

PART 3 - EXECUTION
Not used.

END OF SECTION

REQUEST FOR SUBSTITUTION

- A. Completed reproduction of this form shall accompany all requests for substitutions. Failure to submit form with request shall be cause for rejection. Substituted items or systems may be incorporated into the Work only after receipt of Owner's written approval. Fill in all applicable spaces and cross out all nonapplicable information bracketed ([]) or unbracketed.

[Subcontractor:] [Material Supplier:] [Manufacturer:] Date:

Requested Substitution:

Reference: Specification Section _____ Drawing Reference _____

Reason for Substitution: [Prior Approval] [During Construction]:

- B. Resulting Change to Contract Amount: [Add] [Deduct] _____
(Include supporting documentation.)

- C. For substitutions made during construction the Architect will, upon receipt of substitution proposal, fill in the following compensation information, add it to or deduct it from the Change to the Contract Amount and submit Net Change to Contract Amount to Owner for approval. Upon receipt of Owner's approval, Architect will proceed with substitution review.

- D. Architect's Fee for Substitution Evaluation: _____

- E. Architect's Fee for Changes to Contract: _____

- F. Documents Due to Substitution:

Net Change to Contract Amount (B + C + D): [Add] [Deduct]

Resulting Change to Contract Time: Add _____ Deduct _____

Summary of Related Work Requiring Coordination (if any):

(Contractor shall assume responsibility for complete coordination with Work of all trades involved if Substitution Request is approved.)

- G. Attached Documentation: The following is herewith attached to provide complete documentation of requested substitution:

[] Product Data [] Samples [] Shop Drawings
[] Test Reports [] Other:

- H. Contractor's Signature

Subcontractor's/Supplier's/Manufacturer's
Signature

SECTION 01 76 00- GUARANTIES AND WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for guaranties and warranties for contract closeout and during specified guaranty/warranty periods.

1.2 DESCRIPTION OF REQUIREMENTS

- A. General Limitations: It is recognized that specific guaranties and warranties are intended to protect Owner against failure of the Work to perform as required, and against deficient, defective, and faulty materials and workmanship, regardless of sources.
- B. Related Damages and Losses: When correcting guaranteed or warranted work which has failed, remove and replace other Work of Project which has been damaged as a result of such failure or which must be removed and replaced to provide access for correction of Work.
- C. Reinstatement of Guaranty or Warranty Period: In addition to requirements in the General Conditions, when Work covered by a special project guaranty or product warranty has failed and has been corrected by replacement or restoration, reinstate guaranty or warranty by written endorsement for 1 year starting on date of acceptance of replaced or restored Work.
- D. Replacement Cost, Obligations: Except as otherwise indicated, cost of replacing or restoring failing guaranties or warranted units or products is Contractor's obligation, without regard for whether Owner has already benefitted from use through a portion of anticipated useful service lives.
- E. Rejection of Warranties: Owner reserves the right, at time of Substantial Completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner detract from or confuse interpretation of requirements of Contract Documents.
- F. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or subcontract for materials or units of Work for Project where a special project guaranty, specified product warranty, certification, or similar commitment is required until it has been determined that entities required to sign or countersign such commitments are willing to do so.
- G. Specific Guaranty or Warranty Forms: Where a special project guaranty or specified project warranty is required, prepare a written document to contain terms and appropriate identification; ready for execution by required parties.
 - 1. A sample form is attached as the last article of this Section.
 - 2. Refer to individual sections of Divisions 2 through 33 for specific content and requirements.

3. Submit draft to Owner for approval prior to final executions.

1.3 REQUIREMENTS INCLUDED

- A. Compile specified warranties.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Architect for review and transmittal to Owner.

1.4 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: 2 each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete index information for each item.
 1. Product or work item with index number to bound item.
 2. Firm, with name of principal, address, and telephone number.
 3. Scope.
 4. Date of beginning of warranty, bond or service and maintenance contract.
 5. Duration of warranty, bond, or service maintenance contract.
 6. Provide information for Owner's personnel:
 - a. Procedure to be followed in case of failure.
 - b. Circumstances which might affect the validity of warranty or bond.
 7. Contractor, name of responsible principal, address and telephone number.

1.5 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:

1. Size 8-1/2 x 11 inches on punched sheets for standard 3-ring binder.
 - a. Fold larger sheets to fit into binders.
2. Warranty-Guaranty wording shall be as printed below.
3. Cover: Identify each packet with typed or printed title "GUARANTIES AND WARRANTIES". List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

1.6 TIME OF SUBMITTALS

- A. Make submittals within 10 days after date of Substantial Completion prior to final request for payment.
- B. For items or work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.7 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, service and maintenance contracts as specified in respective Sections of Specifications and as follows:
 1. Provide when noted in individual Sections of the Project Manual Divisions 2 through 33.

1.8 SAMPLE FORM OF WARRANTY-GUARANTY

- A. Print or type Warranty-Guaranty on installing contractor's own letterhead.
- B. Wording and signatures required.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

A. GUARANTEE-WARRANTY

When required by the specifications, warranties and/or guarantees other than one year shall be in the form of the following on the Contractor's own letterhead:

"GUARANTEE-WARRANTY FOR OGDEN REGIONAL MEDICAL CENTER IN OGDEN, UTAH."

We hereby warrant and the General Contractor and/or Material Manufacturer guarantee that the (name of product, equipment or system) that we have installed in the Ogden Regional Medical Center Psych Exam Remodel Project , has been done in accordance with the Contract Documents and that the work as installed will fulfill the requirements of the guaranty-warranty included in the specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of years from the date of Substantial Completion, without any expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within sixty (60) days after being notified in writing by the Owner, we collectively or separately do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed _____	Countersigned _____
(Subcontractor)	(General Contractor)
Name _____	Name _____
(Print)	(Print)
Company _____	Company _____
Address _____	Address _____
_____	_____

License No. _____ License No. _____

Countersigned _____
(Material Manufacturer)

Name _____
(Print)

Company _____

Address _____

SECTION 017823 – OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 3. Divisions 2 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Final Submittal: Submit one copy one of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.

5. Name, address, and telephone number of Contractor.
 6. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders/Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Binders shall be Red Buckram binders with easy view metal for sheet size 11" X 8 ½" with expandable metal capacity as required for the project, rivet through construction with library corners using #12 BB and lining with same materials as cover, front cover and back-bone foil stamped in white. Binders shall be as manufactured by Hiller Bookbinding or equal. The master index sheet and each tabbed index sheet shall be AICO Gold-Line indexes or equal. Mark appropriate identification on front spine of each binder. Include the following types of information:
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 3. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.

2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.

6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Aligning, adjusting, and checking instructions.
 - 5. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

Comply with Division 1 Sections for schedule for submitting operation and maintenance documentation. END OF SECTION

SECTION 017839 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 1 Section for general closeout procedures.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 2 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up Record Prints.
 - a. Final Submittal: Submit one set(s) of marked-up Record Prints showing modifications for trades involved in the project.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made following Architect's written orders.
 - k. Details not on the original Contract Drawings.
 - l. Field records for variable and concealed conditions.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION

SECTION 01 79 00- CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Requirements for periodic, general, and final cleaning of the project.
- B. Provide temporary and periodic clean-up of extra materials, waste and general debris during construction of the work, together with the final clean-up and cleaning, polishing and other "housekeeping" required to bring various surfaces to an acceptable condition prior to final inspection, or before additional work is done during construction.
- C. This Section includes requirements for Cleaning for all phases of the Project. Some requirements of this Section may not be applicable to individual project Phases.

1.2 GENERAL REQUIREMENTS

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish in accordance with applicable safety and insurance standards and local ordinances.
- B. The acceptable level of cleanliness of the Project shall be the decision of the Architect.
 - 1. Work necessary to achieve such acceptable state shall be performed when required.
- C. Burning: Burning of waste materials and/or rubbish on Site is not permitted.

1.3 CLEAN-UP DURING CONSTRUCTION

- A. During construction, provide cleaning-up as follows:
 - 1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 - 2. Remove debris and rubbish from pipe chases, plenums, down spouts, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
 - 3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 - 4. Remove waste materials, debris, and rubbish from site weekly, or more often if needed, and dispose off-site in compliance with local regulations.
 - 5. Storage areas: Ensure that materials to be used for construction are

stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition for the life of the Project.

6. Containers: Provide appropriate containers, such as dump containers, and locate on site for collection of waste materials and rubbish.
7. Supervision: Oversee all cleaning of areas by the trades using them. Ensure that resulting accumulations are deposited in appropriate containers.
8. Clean-up: Daily, weekly, or as necessary, clean-up floors and Site areas. Remove all loose materials, by sweeping if necessary.

1.4 FINAL CLEANING

- A. Provide final clean-up and polishing just prior to final inspection and/or acceptance of the work of the Project.
- B. Preparation:
 1. Prior to final inspection, remove all loose material of any nature, except spare parts, loose furniture or furnishings, manuals, parts books, and similar items.
 2. Remove all temporary buildings, utility lines or pipes and other work of a temporary nature.
 3. Remove all temporary wrappings. Leave no trace of wrap or adhesive.
- C. Surface Cleaning:
 1. Special cleaning for specific units of Work as specified and as shown on Drawings.
 2. Provide final cleaning of the Work, at time indicated, consisting of cleaning each surface or unit of Work to normal "clean" condition expected for a first-class building cleaning and maintenance program.
 3. Comply with manufacturer's instructions for cleaning operations.
- D. The following are examples, but not by way of limitation, of cleaning levels required:
 1. Remove labels which are not required as permanent labels.
 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
 3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting

substances.

- a. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
 - b. Restore reflective surfaces to original reflective condition.
4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
6. Clean concrete floors in unoccupied spaces broom clean.
7. Vacuum clean carpeted surfaces and similar soft surfaces.
8. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
9. Clean light fixtures and lamps so as to function with full efficiency.
10. Clean Project Site (staging areas, Contractor Parking areas), including landscape development areas, of litter and foreign substances.
11. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills, and other foreign deposits.
- E. Pest Control: Engage an experienced exterminator to make a final inspection of Project, and to rid Project of rodents, insects, and other pests.
- F. Removal of Protection: Except as otherwise indicated or requested by Hospital Representative, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed Work during remainder of construction period.
- G. Compliances:
 1. Comply with safety standards and governing regulations for cleaning operations.
 2. Do not burn waste materials at site, or bury debris or excess materials on the property, or discharge volatile or other harmful or dangerous materials into drainage systems.
 3. Remove waste materials from site and dispose of in a lawful manner.
- H. Moving Parts: Lubricate moving parts as recommended by the parts manufacturer, or as directed by the Architect. Wipe clean, all surplus lubricants.

- I. Protection: Protect finished floors from damage due to traffic or other causes.

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of a building or structure.
 - 2. Repair procedures for selective demolition operations.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. If materials suspected of containing hazardous materials are encountered in the work, Contractor will be responsible for removal and disposal of all materials. A copy of an Asbestos Report will be provided to the Contractor prior to construction beginning. See Bid Proposal for unit price to remove hazardous materials.
- E. Storage or sale of removed items or materials on-site will not be permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.

- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

3.3 PREPARATION

- A. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- B. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Dispose of demolished items and materials promptly.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting building facilities during selective demolition operations.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Footings.
 - 2. Foundation walls.
 - 3. Slabs-on-grade.
 - 4. Concrete walls
- B. Related Sections include the following:
 - 1. Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.
 - 2. Division 2 Section "Cement Concrete Pavement" for concrete pavement and walks.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Water shall not be added at the Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Welding certificates.
- E. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates.

F. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- C. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5 and Section 7, "Lightweight Concrete."
 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 1. Plywood, metal, or other approved panel materials.
- B. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

- C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- D. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

2.4 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete.

2.5 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I/II
 - a. Fly Ash: ASTM C 618, Class C.
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 3/4 inch.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Lightweight Aggregate: ASTM C 330, 3/4-inch nominal maximum aggregate size.
- D. Water: ASTM C 94/C 94M and potable.

2.6 ADMIXTURES

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

2.7 FLOOR AND SLAB TREATMENTS

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; colorless; that penetrates, hardens, and densifies concrete surfaces.
 - 1. Products:
 - a. Burke by Edoco; Titan Hard.
 - b. ChemMasters; Chemisil Plus.
 - c. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Intraseal.
 - d. Curecrete Distribution Inc.; Ashford Formula.
 - e. Dayton Superior Corporation; Day-Chem Sure Hard.
 - f. Euclid Chemical Company (The); Euco Diamond Hard.
 - g. L&M Construction Chemicals, Inc.; Seal Hard.
 - h. Meadows, W. R., Inc.; Liqui-Hard.
 - i. Vexcon Chemicals, Inc.; Vexcon StarSeal PS.

2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
 - 1. Products:
 - a. Burke by Edoco; BurkeFilm.
 - b. ChemMasters; Spray-Film.
 - c. Euclid Chemical Company (The); Eucobar.
 - d. Meadows, W. R., Inc.; Sealtight Evapre.
 - e. Metalcrete Industries; Waterhold.
 - f. Sika Corporation, Inc.; SikaFilm.
 - g. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
 - 1. Products:
 - a. Burke by Edoco; Aqua Resin Cure.
 - b. ChemMasters; Safe-Cure Clear.
 - c. Euclid Chemical Company (The); Kurez DR VOX.
 - d. Meadows, W. R., Inc.; 1100 Clear.
 - e. US Mix Products Company; US Spec Maxcure Resin Clear.
 - f. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- D. Reglets: Fabricate reglets of not less than 0.0217-inch-thick, galvanized steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

2.10 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5700 psi at 28 days when tested according to ASTM C 109/C 109M.

2.11 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 15 percent.
 - 2. Combined Fly Ash and Pozzolan: 15 percent.

- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.12 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 3000 psi at 28 days.
 - 2. Minimum Cementitious Materials Content: 564 lb/cu. yd.
 - 3. Maximum Water-Cementitious Materials Ratio: 0.50.
 - 4. Slump Limit: 4 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 5. Air Content: 3% percent, plus or minus 1.0 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
- B. Foundation Walls: Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Minimum Cementitious Materials Content: 564 lb/cu. yd.
 - 3. Maximum Water-Cementitious Materials Ratio: 0.45.
 - 4. Slump Limit: 4 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 5. Air Content: 6 percent, plus or minus 1.0 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
- C. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Minimum Cementitious Materials Content: 564 lb/cu. yd.
 - 3. Maximum Water-Cementitious Materials Ratio: 0.43.
 - 4. Slump Limit: 4 inches, plus or minus 1 inch.
 - 5. Air Content: 3 percent, plus or minus 1.0 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
 - 6. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent, 6% for exterior slabs.

2.13 FABRICATING REINFORCEMENT

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

2.14 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

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

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 1. Class C, 1/2 inch for rough-formed finished surfaces.
 2. Class B, 1/4 inch for rough-formed finished surfaces (for retaining walls exposed to view greater than 18 inches).
 3. Class A, 1/8 inch for smooth-formed finished surfaces (for retaining walls exposed to view with mural).
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 1. Install keyways, reglets, recesses, and the like, for easy removal.
 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Chamfer exterior corners and edges of permanently exposed concrete.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

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

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Store Reinforcement on dunnage, off of the ground until installation.
- C. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh

spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
 - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks. Cut joints within 24 hours of placing concrete.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
 - 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
 - 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.6 CONCRETE PLACEMENT

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

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in 1 direction.
 1. Apply scratch finish to surfaces to receive concrete floor toppings and to receive mortar setting beds for bonded cementitious floor finishes.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighen until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
- D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.9 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at

correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.

- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

3.10 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
 - 3. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours

after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.11 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.
 - 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 - 2. Do not apply to concrete that is less than seven days old.
 - 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.
- B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller according to manufacturer's written instructions.

3.12 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.

4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.13 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
1. Steel reinforcement placement.
 2. Verification of concrete strength before removal of shores and forms from beams and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION 033000

SECTION 05 05 00 – METAL FASTENERS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: This Section establishes general standards and requirements for metal fasteners utilized for attachment of items to the primary structure of the building and is incorporated in others Sections of these specifications where referenced, including:
 - 1. Expansion Bolts.
 - 2. Powder Actuated Devices.
 - 3. Bolts, screws and other fasteners.
- B. Work Specified Elsewhere:
 - 1. Section 033000 – Cast-in-Place Concrete.
 - 2. Section 092216 – Non-Structural Metal Framing
 - 3. DIVISION 23 – Mechanical.
 - 4. DIVISION 26 – Electrical.

1.2 SUBMITTALS

- A. Comply with provisions of Section 013300 – Submittal Procedures.
- B. Product Data: Manufacturers' information on materials, fabrication, and installation. Include current ICBO Reports and other information to substantiate compliance with Contract Documents.
- C. Substitutions: Include with requests for substitution of fastening device type, minimum embedment, length, load capacity for pull out and shear, and installation torque of fasteners and statement that fastening devices meet or exceed requirements specified in Contract Documents.

1.3 QUALITY ASSURANCE

- A. Field Quality Control:
 - 1. The Owner's Testing Lab will perform and report on tests and inspections as follows:
 - 2. Expansion Bolts:
 - a. Test 50 percent of drilled-in anchorages to 2.0 times the allowable load specified with special inspection in tension.

- b. If any anchor fails testing, test all anchors of the same category installed that day until twenty consecutive anchors pass, then resume the initial testing frequency. Cost of this testing shall be borne by Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Expansion Bolts: Hilti, Inc.'s Kwik Bolt II, Kwik Bolt III or equal; wedge type stud expansion anchor system, comply with FS FF-S-325, Group II, Type 4, Class 1. Provide stainless steel expansion bolts for exterior exposure.
- B. Powder Actuated Devices: Hilti Fastening Systems, Impex Tool Corporation, or equal; pins and tools. Tempered steel pins with special corrosion-resistant finish. Provide guide washers to accurately control penetration. Accomplish fastening by low-velocity piston-driven powder-actuated tool.
 - 1. Type and Size: Hilti X-DNI, dome head nail with smooth shank, 0.145-inch shank diameter, not less than 1-1/4-inch penetration.
- C. Sheet Metal Screws: John Wagner Associates' Grabber or equal: Unless otherwise noted on Drawings, type to suit stud, track, or channel gauge and as follows.
 - 1. Where Overlaid with Gypsum Board or Other Finish Material:
 - a. For Fastening to 20 Gauge and Lighter Material: No. 8 by 9/16-inch Wafer Head Streaker.
 - b. For Fastening to 18 Gauge and Heavier Material: No. 8 by 1/2-inch Wafer Head Self-Drilling.
 - 2. Where Not Overlaid with Finish Material:
 - a. For Fastening to 20 Gauge and Lighter Material: No. 8 by 9/16-inch Hex Head Streaker.
 - b. For Fastening to 18 Gauge and Heavier Material: No. 8 by 1/2-inch Hex Head Self-Drilling.
- D. Nuts and Bolts: ASTM A307 with suitable nuts, in accordance with ASTM A563, and washers 1/4-inch diameter, unless otherwise noted.
- E. U-Bolts: Special sizes and shapes shown; material as specified for nuts and bolts.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Expansion Bolts: Install in predrilled holes for fastening items into concrete.
1. Install expansion bolts according to the manufacturer's instructions as to tools, torque and tightening procedure.
 2. Expansion bolt locations and spacings: As shown.
 3. Edge Distance: Not less than 10 bolt diameters.
 4. Unless otherwise noted, install expansion bolts with manufacturer's recommended minimum embedments. Embedment length is exclusive of thickness of floor coverings, grout pads or other overlays.
 5. Do not recess expansion bolts more than one-fourth of the nominal bolt diameter. Abandon overdrilled holes or partially fill with nonshrink grout and redrill when grout has set.
 6. Abandon holes if the axis of a drilled hole deviates more than 5 degrees from normal to the concrete surface.
 7. If a concrete reinforcing bar is encountered during drilling, immediately terminate drilling and notify the Architect. Subject to review and approval the SEOR, the Architect may authorize using one of the following procedures:
 - a. If the location may be shifted, fill abandoned hole with non-shrink grout and install expansion bolt with a minimum of 1/2 inch of sound concrete between the expansion bolt and the abandoned hole, or...
 - b. If the location may not be shifted, use a diamond core drill to cut the rebar and drill the hole beyond the reinforcing such that the whole wedge portion of the expansion bolt can be expanded below the bar, or...
 - c. If the location may not be shifted, core an oversize hole at the direction of the Architect and grout an acceptable anchor in place.
- B. Fasten Work tightly to prevent rattle or vibration except where expansion-contraction tolerances are required.
- C. When expansion bolts are installed through metal deck into concrete slab above, embedment shall not extend closer than 3/4-inch to top of concrete. Locate at center of bottom flute. Minimum embedment shall be 1-1/2-inches above top flute of decking.

D. Expansion Bolt Test Values:

1. Test Procedure: Apply proof test loads by means of hydraulic ram, calibrating spring loading device, or torque wrench without removing nut if possible. If not possible, remove nut and install a threaded coupler to same tightness as original nut using a torque wrench.
2. Test Equipment: Calibrated by approved testing laboratory per standard industry procedures.
3. Expansion Bolts shall withstand following minimum test loads for specified wedge type anchors:

<u>Anchor Thread Size</u> (diameter in inches)	<u>Tension Test Load</u> (lbs.) ft-lbs.)	<u>Test Torque</u>
1/4	800	10
3/8	1100	25
1/2	2000	50
5/8	2300	80
3/4	3700	150
1	5800	250

4. Acceptance Criteria:
 - a. Hydraulic Ram Method: Expansion bolt is acceptable if there is no observable movement nor loosening of washer at application of tension test load.
 - b. Torque Wrench Method: Expansion bolt is acceptable if the test torque is reached within one-half turn of the nut.
5. Test Timing: Within 24 hours after expansion bolt installation and in the presence of the Inspector of Record.

END OF SECTION

SECTION 05 40 00 – COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Interior load-bearing wall framing.
 - 2. Exterior non-load-bearing wall framing.
 - 3. Gypsum sheathing and air infiltration barriers.
- B. Related Sections include the following:
 - 1. Division 5 Section "Metal Fabrications" for masonry shelf angles and connections.
 - 2. Division 9 Section "Non-Load Bearing Steel Studs" for interior non-load-bearing, metal-stud framing and ceiling-suspension assemblies.
 - 3. Division 9 Section "Gypsum Board Shaft-Wall Assemblies" for interior non-load-bearing, metal-stud-framed, shaft-wall assemblies.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide cold-formed metal framing capable of withstanding design loads within limits and under conditions indicated.
 - 1. Design Loads: As indicated in structural general notes.
 - 2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
 - a. Interior Load-Bearing Wall Framing: Horizontal deflection of 1/360 of the wall height under a horizontal load of 5 lbf/sq. ft..
 - b. Exterior Non-Load-Bearing Framing: Horizontal deflection of 1/360 of the wall height.
 - 3. Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F.
 - 4. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:
 - a. Upward and downward movement of 3/4 inch.

- B. Cold-Formed Steel Framing, General: Design according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions."
 - 1. Headers: Design according to AISI's "Standard for Cold-Formed Steel Framing - Header Design."
 - 2. Design exterior non-load-bearing wall framing to accommodate horizontal deflection without regard for contribution of sheathing materials.

1.4 SUBMITTALS

- A. Product Data: For each type of cold-formed metal framing product and accessory indicated.
- B. Shop Drawings: Show layout, spacings, sizes, thicknesses, and types of cold-formed metal framing; fabrication; and fastening and anchorage details, including mechanical fasteners. Show reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.
 - 1. For cold-formed metal framing indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Welding certificates.
- D. Product Test Reports: From a qualified testing agency, unless otherwise stated, indicating that each of the following complies with requirements, based on evaluation of comprehensive tests for current products:
 - 1. Steel sheet.
 - 2. Expansion anchors.
 - 3. Power-actuated anchors.
 - 4. Mechanical fasteners.
 - 5. Vertical deflection clips.
 - 6. Horizontal drift deflection clips
 - 7. Miscellaneous structural clips and accessories.
- E. Research/Evaluation Reports: For cold-formed metal framing.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated.
- B. Product Tests: Mill certificates or data from a qualified independent testing agency, or in-house testing with calibrated test equipment indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, ductility, and metallic-coating thickness.

- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."
- D. Fire-Test-Response Characteristics: Where indicated, provide cold-formed metal framing identical to that of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
- E. AISI Specifications and Standards: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" and its "Standard for Cold-Formed Steel Framing - General Provisions."
 - 1. Comply with AISI's "Standard for Cold-Formed Steel Framing - Truss Design."
 - 2. Comply with AISI's "Standard for Cold-Formed Steel Framing - Header Design."
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering cold-formed metal framing that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Allied Studco.
 - 2. AllSteel Products, Inc.
 - 3. California Expanded Metal Products Company.
 - 4. Clark Steel Framing.
 - 5. Consolidated Fabricators Corp.; Building Products Division.
 - 6. Craco Metals Manufacturing, LLC.
 - 7. Custom Stud, Inc.
 - 8. Dale/Incor.
 - 9. Design Shapes in Steel.
 - 10. Dietrich Metal Framing; a Worthington Industries Company.
 - 11. Formetal Co. Inc. (The).
 - 12. Innovative Steel Systems.
 - 13. MarinoWare; a division of Ware Industries.
 - 14. Quail Run Building Materials, Inc.
 - 15. SCAFCO Corporation.
 - 16. Southeastern Stud & Components, Inc.
 - 17. Steel Construction Systems.

18. Steeler, Inc.
19. Super Stud Building Products, Inc.
20. United Metal Products, Inc.

2.2 MATERIALS

- A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating weight as follows:
 1. Grade: As required by structural performance.
 2. Coating: **G60**.
- B. Steel Sheet for Vertical Deflection Clips: ASTM A 653/A 653M, structural steel, zinc coated, of grade and coating as follows:
 1. Grade: As required by structural performance.
 2. Coating: **G90**.

2.3 WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
 1. Minimum Base-Metal Thickness: as indicated on architectural and structural drawings.
 2. Flange Width: as indicated on architectural and structural drawings.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with straight flanges, and as follows:
 1. Minimum Base-Metal Thickness: Matching steel studs.
 2. Flange Width: as indicated on architectural and structural drawings.

2.4 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
 1. Supplementary framing.
 2. Bracing, bridging, and solid blocking.
 3. Web stiffeners.
 4. Anchor clips.
 5. End clips.
 6. Foundation clips.
 7. Gusset plates.
 8. Stud kickers, knee braces, and girts.

9. Joist hangers and end closures.
10. Hole reinforcing plates.
11. Backer plates.

2.5 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Anchor Bolts: ASTM F 1554, Grade 36, threaded carbon-steel headless, hooked bolts and carbon-steel nuts; and flat, hardened-steel washers; zinc coated by hot-dip process according to ASTM A 153/A 153M, Class C.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- D. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- E. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.
 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- F. Welding Electrodes: Comply with AWS standards.

2.6 GYPSUM SHEATHING

- A. Paper-Surfaced Gypsum Sheathing Board with Water-Resistant Core: ASTM C 79, with water-resistant material incorporated into core and with water-repellent paper bonded to core's face, back, and long edges.
 1. Type and Thickness: Type X, 5/8 inch thick.
 2. Edge and End Configuration: Square.
 3. Size: Manufacturer's standard.
 4. 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:
 - a. Georgia-Pacific Corp.
 - b. National Gypsum Co.; Gold Bond Building Products Division.
 - c. USG Corp.; United States Gypsum Co.

2.7 SHEATHING ACCESSORIES

- A. Air-Infiltration Barrier: Proprietary building wrap with flame-spread and smoke-developed ratings of less than 25 and 450, respectively, when tested according to ASTM E 84. Provide one of the following products:
 - 1. Polyethylene sheet; 0.0038 to 0.0064 inch thick; formed by spinning continuous strands of fine, high-density-polyethylene interconnected fibers and bonding them together by heat pressure; incorporated and additive to provide ultraviolet light resistance for up to 120 days; and with a water-vapor transmission rate equaling 535 g through 1 sq. m of surface in 24 hours according to ASTM E 96, Desiccant Method (Method A).
 - a. Product Subject compliance with requirements, provide "Tyvek Housewrap" by DuPont Company.
- B. Fasteners: Steel drill screws, ASTM C 954, in length recommended by sheathing manufacturer for thickness of sheathing board to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
- C. Elastomeric Sealant: Medium-modulus, neutral-curing silicone sealant compatible with joint substrates formed by gypsum sheathing and other materials, recommended by sheathing manufacturers for application indicated, and complying with requirements for elastomeric sealants specified in Division 7 Section "Joint Sealants."

2.8 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035.
- B. Cement Grout: Portland cement, ASTM C 150, Type I; and clean, natural sand, ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- C. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, and plasticizing and water-reducing agents, complying with ASTM C 1107, with fluid consistency and 30-minute working time.
- D. Shims: Load bearing, high-density multimonomer plastic, nonleaching.
- E. Sealer Gaskets: Closed-cell neoprene foam, **1/4 inch** thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

2.9 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
 - 1. Fabricate framing assemblies using jigs or templates.

2. Cut framing members by sawing or shearing; do not torch cut.
 3. Fasten cold-formed metal framing members by welding, screw fastening, clinch fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by not less than three exposed screw threads.
 4. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or permanent distortion.
- C. Fabrication Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable tolerance variation of **1/8 inch in 10 feet** and as follows:
1. Spacing: Space individual framing members no more than plus or minus **1/8 inch** from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
 2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of **1/8 inch**.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance.
1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Before sprayed fire-resistive materials are applied, attach continuous angles, supplementary framing, or tracks to structural members indicated to receive sprayed fire-resistive materials.
- B. After applying sprayed fire-resistive materials, remove only as much of these materials as needed to complete installation of cold-formed framing without reducing thickness of fire-resistive materials below that are required to obtain fire-resistance rating indicated. Protect remaining fire-resistive materials from damage.

- C. Install load bearing shims or grout between the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations to ensure a uniform bearing surface on supporting concrete or masonry construction.
- D. Install sealer gaskets to isolate the underside of wall bottom track or rim track and the top of foundation wall or slab at stud or joist locations.

3.3 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing according to AISI's "Standard for Cold-Formed Steel Framing - General Provisions" and to manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
 - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding **1/16 inch**.
- D. Install cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened.
 - 1. Cut framing members by sawing or shearing; do not torch cut.
 - 2. Fasten cold-formed metal framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
 - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to Shop Drawings, and complying with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.
- F. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- G. Do not bridge building expansion and control joints with cold-formed metal framing. Independently frame both sides of joints.
- H. Install insulation, specified in Division 7 Section "Building Insulation," in built-up exterior framing members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.

- I. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's standard punched openings.
- J. Erection Tolerances: Install cold-formed metal framing level, plumb, and true to line to a maximum allowable tolerance variation of **1/8 inch in 10 feet** and as follows:
 - 1. Space individual framing members no more than plus or minus **1/8 inch** from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.4 GYPSUM SHEATHING INSTALLATION

- A. General: Install gypsum sheathing to comply with GA-253 and manufacturer's written instructions.
- B. Cut boards at penetrations, edges, and other obstructions of the work; fit tightly against abutting construction, except provide a 3/8-inch setback where non-load-bearing construction abuts structural elements.
- C. Coordinate sheathing installation with flashing and joint sealant installation so these materials are installed in the sequence and manner that prevent exterior moisture from passing through completed exterior wall assembly.
- D. Apply fasteners so screw heads bear tightly against face of sheathing boards but do not cut into facing.
- E. Do not bridge building expansion joints with sheathing; cut and space edges to match spacing of structural support elements.
- F. Vertical Installation: Install 48-inch-wide gypsum sheathing boards vertically with vertical edges centered over flanges of steel studs. Abut ends and edges of each board with those of adjacent boards. Screw-attach boards at perimeter and within field of board to each steel stud at approximately 8 inches o.c. and set back a minimum of 3/8 inch from edges and ends of boards.
- G. Air-Infiltration Barrier Application: Cover sheathing with air-infiltration barrier as follows:
 - 1. Cut back air-infiltration barrier 1/2 inch on each side of break in supporting members at expansion-or control-joint locations.
 - 2. Apply proprietary building wrap to comply with manufacturer's written installation instructions.
- H. Sealing Sheathing Joints: Seal Joints according to sheathing manufacturer's written recommendations and as follows:
 - I. Apply elastomeric sealant on joints and fasteners and trowl flat. Apply sufficient quantity of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.

3.5 FIELD QUALITY CONTROL

- A. Field and shop welds will be subject to testing and inspecting.
- B. Remove and replace work that does not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.6 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed metal framing is without damage or deterioration at time of Substantial Completion.
- C. Protect paper-surfaced gypsum sheathing that will be exposed to weather for more than 30 days by covering exposed exterior surface of sheathing with a securely fastened air-infiltration barrier. Apply covering immediately after sheathing is installed.
- D. Protect cutouts, corners, and joints in sheathing by filling with a flexible sealant or by applying tape recommended by sheathing manufacturer at time sheathing is applied.

END OF SECTION 054000

SECTION 06 10 00- ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Rough carpentry, complete, as shown on Drawings and as specified, including:
 - 1. Miscellaneous fire-treated blocking, backing and plywood as shown and needed.
- B. Work Specified Elsewhere:
 - 1. Section 064123 – Interior Architectural Woodwork.

1.2 REFERENCE STANDARDS

- A. American Plywood Association (APA):
 - 1. Guide to Plywood Grades.
- B. American Wood Preservers Association (AWPA):
 - 1. C20; Structural Lumber - Fire-Retardant Treatment by Pressure Process.
 - 2. C27; Plywood - Fire-Retardant Treatment by Pressure Process.
 - 3. M4; Standard for the Care of Preservative-Treated Wood Products.
- C. West Coast Lumber Inspection Bureau (WCLIB):
 - 1. Standard Grading Rules for West Coast lumber.
- D. Western Wood Products Association (WWPA):
 - 1. Western Lumber Grading Rules.

1.3 SUBMITTALS

- A. Comply with requirements of Section 013300 – Submittal Requirements.
- B. Shop Drawings: Show specially fabricated rough hardware.

1.4 QUALITY ASSURANCE

- A. Comply with latest edition of the following standards:
 - 1. Western Coast Lumber Inspection Bureau (WCLIB) "Standard Grading Rules No. 16."
 - 2. Western Wood Products Association (WWPA) "Grading Rules for Western Lumber."

3. American Plywood Association (APA) "Guide to Plywood Grades."
 4. United States Product Standard (PS) "Construction and Industrial Plywood" (PS 1-74).
 5. American Wood Preserver's Association (AWPA):
 - a. "Structural Lumber - Fire-Retardant Treatment by Pressure Process" (AWPA C27-74).
 - b. "Plywood - Fire-Retardant Treatment by Pressure Process" (AWPA C27-74).
- B. Grade Marks: Identify all wood materials by official grade mark.
1. Lumber: Mark each piece of lumber with grade mark WCLIB (or WWPA) or of agency certified by WCLIB (or WWPA), and accompany each mill shipment to site by certificate of inspection by WCLIB (or WWPA) and FR-S where fire treatment is required.
 2. Softwood Plywood: Show Type, Grade, Class and Identification Index; per APA Guide to Plywood Grades, and per requirements of NBS PS-1.
- C. Fire-Retardant Treatment:
1. Fire-Retardant Treatment: UL classification FR-S.
 2. Obtain each type of fire-retardant treated wood products from one source for both treatment and fire-retardant formulation.
- D. Pressure treatment shall not adversely affect application, permanence, or appearance of finish paint systems.

1.5 PRODUCT HANDLING

- A. Facilities: Provide proper facilities for handling and storage of materials to prevent damage to edges, ends, and surfaces.
- B. Storage: Keep materials dry. Stack materials off ground on level flat forms, fully protected from weather.

1.6 PROJECT CONDITIONS

- A. Environmental Requirements: Maintain uniform moisture content of lumber at not more than 19 percent before, during and after installation.
- B. Sequencing and Scheduling: Coordinate details with other Work supporting, adjoining or fastening to rough carpentry Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Wood (all wood shall be fire treated):
 1. Lumber: Douglas fir; No. 3 or construction grade per WCLIB.
 2. Plywood: NBS PS-1 - grade structural one, C-C exterior.
 3. Use only material that is free of urea-formaldehyde.

B. Fasteners:

1. Nails: Common wire typical.
2. Powder-Actuated Devices (PAD): As specified in Section 050500 – Metal Fasteners.
3. Expansion Bolts: As specified in Section 050500 – Metal Fasteners.
4. Miscellaneous Hardware: Provide common screws, bolts, fastenings, washers and nuts, and other items required to complete rough carpentry Work.
5. Finish: Hot-dip galvanize fasteners for exterior work.

2.2 ROUGH HARDWARE

A. All exterior hardware shall be hot-dipped galvanized per ASTM A-123 Standards.

1. Nails:
 - a. Common wire for typical framing, blocking, etc. Box nails will not be allowed.
 - b. Annular ring common wire nails for plywood floor.
2. Bolts: Hexagonal heads, Grade A conforming to ASTM A307.
3. Washers: Washers for bearing against wood shall be provided under all bolt heads and nuts.
 - a. Malleable iron or steel plate having an area equal to 16 times the area of bolt or lag screw.
 - b. Steel washers shall have a thickness not less than 1/10 the length of the washer's longest side.
 - c. Malleable iron washers shall have a thickness not less than 1/2 the bolt or lag screw diameter and having a bearing surface for the nut or head equal in diameter to not less than the long diameter of the nut or head.
4. Anchor Bolts: Hexagonal heads, Grade A conforming to ASTM 307, 1-1/2-inch-diameter by 10 inch.
5. Rough Framing Connectors: KC Metal Products or approved equal. For connector type, see Drawings.

B. Powder Driven Fasteners, Expansion Bolts and Expansion Anchors: As specified under 050500 – Metal Fasteners.

2.3 FABRICATION

A. Lumber:

1. Moisture Content: Air- or kiln-dry to 19 percent maximum moisture content at time of surfacing.
2. Finish: Surfaced four sides, S4S, unless otherwise specified.
3. Size: Per rules of governing standard. Sizes shown are nominal unless otherwise specified.

B. Fire-Retardant Treated Lumber and Plywood: Pressure treat rough carpentry materials per Reference Standards to obtain specified UL Classification.

1. Type: Hoover Treated Wood Products, "Exterior Fire-X," or equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine areas to receive rough carpentry Work and verify following:
1. Completion of installation of building components to receive rough carpentry Work.
 2. That spacing, direction, and details of supports are correct to accommodate installation of blocking, backing, stripping, furring, and nailers.
 3. That surfaces are satisfactory to receive Work. Do not commence installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Provide wood blocking, backing, furring, grounds, nailers, stripping, and similar items as detailed and otherwise required to anchor fixtures and equipment to be installed by other trades. Perform cutting, boring, and similar Work required. Install members true to line. Fit accurately. Secure rigidly. Provide special framing, even if not specifically shown, as required to properly complete Work.
- B. Sills or Plates on Concrete: Set in grout if surface of concrete deviates from true plane by more than 1/16-inch in 4 feet. Anchor with bolts as shown. Use two bolts minimum per piece with one bolt located between 4 inches and 8 inches from each end of each piece of sill.
- C. Nail Joints: Per minimum requirements of applicable code unless otherwise shown.
- D. Plywood: Sheet layout, nailing and edge-blocking as shown. Gap joints 1/16-inch. Butt joints accurately at centerlines of supporting members.
- E. Fasteners:
1. General: Furnish and accurately locate items to be embedded in concrete. Secure such items in place before concrete is poured.
 2. Nails: If wood tends to split, pre-drill holes three-fourths of nail diameter.
 3. Lag Screws: Screw into place; do not hammer. Use soap or other lubricant to ease insertion. Pre-drill holes diameter of shank for unthreaded portion, two-thirds of shank diameter for threaded portion.
 4. Bolts and Nuts: When installed, bear no more than 1/2-inch of threads on wood and allow no more than 1/2-inch of bolt to project beyond nut. Drill bolt holes 1/32-inch oversize. Tighten nuts snug when placed, and re-tighten at end of job or just before closing in.
 5. Sheet Metal Fasteners: Nail or bolt per manufacturer's instructions. Nail or bolt holes. Use nails provided by manufacturer.

3.3 PLYWOOD BACKING FOR TELEPHONE AND ELECTRICAL EQUIPMENT

- A. Panels: Not less than 3/4-inch thick. Use largest sizes practicable.
- B. Joints: Tightly butt vee-joints.
- C. Finish: Slightly ease exposed edges, sandpaper smooth as required.
- D. Fastening: Secure to metal studs and backing plates with flat-head countersunk sheet metal screws at 12-inch centers at panel edges and at 16-inch centers in panel field.

END OF SECTION

SECTION 06 41 23- INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Work Included: Provide and install Casework, complete, as shown on Drawings and as specified. All casework to be:

AWI Premium Grade Fabrications required. AWI certification NOT required.

- B. This Section includes the following:

- 1. Plastic-laminate cabinets.
- 2. Plastic-laminate countertops.
- 3. Solid-surfacing-material countertops and integral sinks.

- C. Related Sections include the following:

- 1. Division 6 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.
- 2. Division 8 Section "Flush Wood Doors."

1.3 DEFINITIONS

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items, unless concealed within other construction before woodwork installation.

1.4 SUBMITTALS

- A. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

- B. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available for each type of material indicated.

- 1. Plastic laminates.
- 2. Shop-applied transparent finishes.

- C. Samples for Verification:

1. Plastic laminates, 8 by 10 inches, for each type, color, pattern, and surface finish.
2. Solid-surfacing materials, 6 inches square.
3. One sample door with required hardware.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed architectural woodwork similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Fabricator Qualifications:
 1. Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 2. Shop is a certified participant in AWI's Quality Certification
- C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork, construction, finishes, and other requirements.
 1. Provide AWI certification labels or compliance certificate indicating that woodwork complies with requirements of grades specified.
- D. Single-sourcing materials: It is the intent of the Contract Documents to single-source plastic laminate and solid surface materials specified in this section when scheduled on the drawings to assure matching of specified finishes.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that comply with requirements of the AWI quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Species and Cut for Transparent Finish:
 - 1. Species: Maple (Acer Saccharum)
 - 2. Application:
 - a. Cut: Plan Sliced
 - b. Figure: All light colored wood
 - c. Face Panel Grade: HPVA Grade A
 - d. Color: Stain to match patient room cabinets on adjacent floors
- C. Wood Products: Comply with the following:
 - 1. Hardboard: AHA A135.4.
 - 2. Softwood Plywood: DOC PS 1, Medium Density Overlay.
 - 3. Hardwood Plywood and Face Veneers: HPVA HP-1.
- D. Thermoset Decorative Overlay: Particleboard complying with ANSI A208.1, Grade M-2, or medium-density fiberboard complying with ANSI A208.2, Grade MD, with surface of thermally fused, melamine-impregnated decorative paper complying with LMA SAT-
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated, or if not indicated, as required by woodwork quality standard.
 - 1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by one of the following:
 - a. Wilsonart
- F. Solid-Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with ISSFA-2.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Solid Surface: Corian
 - 2. Type: Standard slab type, unless Special Purpose type is indicated.
 - 3. Colors and Patterns: as per finish schedule.

- G. Adhesive for Bonding Plastic Laminate: Contact cement.
- H. Edge-banding:
 - 1. Edge-banding for cabinet body parts shall be purified **3 mm PVC** applied with hot melt glue by automatic edge-banding equipment.
 - 2. Edge-banding for door and drawer fronts shall be purified 3 mm PVC applied with hot melt glue by automatic edge-banding equipment. Edges and corners shall be rounded with a 3 mm radius and scraped free from machining or chatter marks.
 - 3. Color shall match vertical laminate at cabinets or as selected by Architect from manufacturer's full color range for solids and patterns.
- I. Cores:
 - 1. All sides, tops, countertops, bottoms, doors, drawer fronts, and partitions shall have minimum $\frac{3}{4}$ " thick multi-core premium grade panel product cores manufactured for uses as a core material for laminated casework. Provide 1-inch thickness for bottom panel of wall hung units (same as shelves).
 - 2. Shelf Cores: Shelves shall have the same core material as specified for the cabinet body except provide 3/4-inch thickness.
 - 3. Multi-Core Panel Products:

Simpson Plyron, Simpson
States Industries "Armorcore"
True North "**Multi - Core**"

2.2 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets.
- B. Hardware Standard: Comply with BHMA A156.9 for items indicated by referencing BHMA numbers or items referenced to this standard.
- C. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 170 degrees of opening, self-closing.
- D. Door and Drawer Pulls: Back mounted, 5 inches long, Bow Pull, Finish- Satin Nickel, 5/16" in diameter. Basis of Design: Liberty P0256A-SN-C1 (128mm Bow Pull/Satin Nickel)
- E. Catches: Magnetic catches, BHMA A156.9, B03141.
- F. Shelf Rests: BHMA A156.9, B04013.
- G. Drawer Slides: Side-mounted, full-extension, zinc-plated steel drawer slides with steel ball bearings, BHMA A156.9, B05091, and rated for the following loads:
 - 1. Box Drawer Slides: 100 lbf.
 - 2. Pencil Drawer Slides: 45 lbf.
- H. Door Locks: BHMA A156.11, E07121. **(Typical at base cabinets at sink locations)**
- I. Drawer Locks: BHMA A156.11, E07041.

- J. Keyboard Trays: VersaTables, 24 inches wide, 14inches deep, Model KD-2414
- K. Grommets for Cable Passage through Countertops: 2-1/2-inch beige, molded-plastic grommets and matching plastic caps with slot for wire passage.
- L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
 - 1. Satin Chromium Plated: BHMA 652 for steel base.
- M. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.
- N. Keyless Security Locks : (where indicated in floor plan)
 - a. Keyless access
 - b. Four digit code
 - c. Base Product: KABA/ILCO 9621C21-26D-41

2.3 INSTALLATION MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

2.4 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Provide **Premium Grade** interior woodwork complying with the referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible, before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

2.5 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Quality Standard: Comply with AWI Section 300.
- B. Grade: **Premium.**

2.6 PLASTIC-LAMINATE CABINETS

- A. Quality Standard: Comply with AWI Section 400 requirements for laminate cabinets.

- B. Grade: **Premium.**
- C. AWI Type of Cabinet Construction: Flush overlay.
- D. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:
 - 1. Horizontal Surfaces Other Than Tops: HGP.
 - 2. Vertical Surfaces: VGS.
 - 3. Edges: PVC T-mold matching laminate in color, pattern, and finish.
- E. Materials for Semi-exposed Surfaces: Provide surface materials indicated below:
 - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, Grade VGS.
 - 2. Drawer Sides and Backs: Melamine.
 - 3. Drawer Bottoms: Melamine
- F. Materials for Exposed Surfaces: Plastic Laminate
- G. Retain one each from three groups below or revise to suit Project.
- H. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. Provide Architect's selections from laminate manufacturer's full range of colors and finishes in the following categories:
 - a. Solid colors.
 - b. Patterns.

2.7 PLASTIC-LAMINATE COUNTERTOPS

- A. Quality Standard: Comply with AWI Section 400 requirements for high-pressure decorative laminate countertops.
- B. Grade: **Premium.**
- C. High-Pressure Decorative Laminate Grade: HGS.
- D. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. Provide Architect's selections from manufacturer's full range of colors and finishes in the following categories:
 - a. Solid colors.
 - b. Patterns.

- E. Edge Treatment: Countertop front edge shall be bullnose type with same laminate cladding on horizontal surfaces. Side edge, that is visible, shall be finished with same laminate cladding on horizontal surfaces.
- F. Core Material: Shall be $\frac{3}{4}$ " thick solid plywood or high density particle board built up to 1-1/2".
- G. Side Splash: Provide $\frac{3}{4}$ " side splash at all locations where counter abuts perpendicular wall. Side splash shall be attached to wall but not to countertop to allow for expansion or contraction of countertop after installation.

2.8 SOLID-SURFACING-MATERIAL COUNTERTOPS

- A. Grade: Premium.
- B. Solid-Surfacing-Material Thickness: 1/2 inch, Finish 1-1/2"
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors of solid-surfacing material complying with the following requirements:
 - 1. Match project finish schedule. Provide Architect with sample for verification.
- D. Fabricate tops in one piece, unless otherwise indicated. Comply with solid-surfacing-material manufacturer's written recommendations for adhesives, sealers, fabrication, and finishing.
 - 1. Fabricate tops with shop-applied edges of materials and configuration indicated.
 - 2. Provide **Integral** back splash.
 - 3. Provide **Integral** side splash where countertop abuts perpendicular wall or cabinet.
 - 4. Provide full bullnose edge at exposed edge of counter.
 - 5. Provide $\frac{3}{4}$ " radius edge at the top of back and side splash.
- E. Integral Sinks: Provide factory fabricated integral sinks where shown and scheduled on Drawings.
 - 1. Provide Samsung Staron A1181, Color: Bright White BW010

2.9 Wood Veneer Casework:

- 1. Applicable Standard: AWI Section 400A - Wood Cabinets.
- 2. Grade: Premium.
- 3. Construction Style: Flush overlay.
- 4. Scribing: Flush with door faces and per Premium Grade regardless of specified casework grade.
- 5. Materials:

- a. Exposed Surfaces: Hardwood plywood.
- b. Semi-Exposed Surfaces: Hardwood Plywood.
- c. Edges: Wood veneer tape banding to match exposed surfaces, not less than 1/16-inch-thick.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Condition woodwork to average prevailing humidity conditions in installation areas before installation.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

- A. Quality Standard: Install woodwork to comply with AWI Section 1700 for the same grade specified in Part 2 of this Section for type of woodwork involved.
- B. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.
- C. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces and repair damaged finish at cuts.
- D. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation.
- E. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches long, except where shorter single-length pieces are necessary.
- F. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
 - 2. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches o.c. with No. 10 wafer-head screws sized for 1-inch penetration into wood framing, blocking, or hanging strips.
- G. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

1. Install countertops with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
2. Secure backsplashes to tops and to walls.
3. Calk space between backsplash and wall with sealant specified in Division 7 Section "Joint Sealants."
4. Cut circular openings in countertop for electrical cord access below countertop. Provide a grommet around opening for finish appearance. Color of grommet to match countertop. The number of openings required will be determined by the Owner but will not exceed 250.
5. Cut openings in countertops for the installation of grilles as indicated on the drawings and as approved by Architect.
6. Provide full bullnose edge, Typical all sides

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION

SECTION 07 84 00 – FIRESTOPPING

Part 1 - GENERAL

1.1 Summary

- A. Furnish labor, materials, tools, equipment, and services for Firestopping, in accordance with provisions of Contract Documents.
- B. Completely coordinate with work of other trades.

1.2 Quality Assurance

- A. Installer Qualifications:
 - 1. Certified, licensed or approved by firestopping manufacturer, trained to install firestop products per specified requirements.
 - 2. Licensed by State or local authority, where applicable.
 - 3. Shown to have successfully completed not less than five (5) comparable scale projects.
- B. Provide firestop systems in compliance with following requirements:
 - 1. Obtain firestop system for each type of penetration and construction condition from a single firestop systems manufacturer.
 - 2. Firestop products and systems shall bear classification marking of qualified testing and inspection agency.
 - 3. Firestopping tests, performed by qualified, testing and inspection agency.
 - a. UL or other agency, performing testing and follow-up inspection services for firestop systems, acceptable to local authorities having jurisdiction.
 - 4. Existing applications for which no tested and listed classified system is available through a manufacturer:
 - a. Provide Engineering Judgment or Equivalent Fire Resistance Rated Assembly (EFRR) for submittal derived from similar UL system designs or other tests approved by local authorities having jurisdiction, prior to installation.
 - b. Engineering judgment drawings must follow requirements set forth by International Firestop Council.
 - 5. Inspect applied firestopping systems in accordance with International Building Code (IBC) Chapter 17.
 - a. Inspections shall be performed by an FMG 4991 Approved Specialty Contractor/UL Qualified Firestop Contractor and/or ASTM E2174 and ASTM E2393.
 - b. See Section 01 45 23.
 - 6. FM Approved in accordance with FM Standard 4991 – Approval of Firestop Contractors.
 - 7. UL Qualified Firestop Contractor.
- C. Underwriters Laboratories, Inc. (UL):
 - 1. UL 263, Fire Tests of Building Construction and Materials
 - 2. UL 723, Surface Burning Characteristics of Building Materials
 - 3. UL 1479, Fire Tests of Through Penetration Firestops
 - 4. UL 2079, Tests for Fire Resistance of Building Joint Systems
- D. ASTM International (ASTM):
 - 1. ASTM E84 Surface Burning Characteristics of Building Materials
 - 2. ASTM E119 Fire Tests of Building Construction and Materials
 - 3. ASTM E136 Test Method for Behavior of Materials in a Vertical Tube Furnace at 750F

4. ASTM E814 Fire Tests of Through Penetration Fire Stops
 5. ASTM E1399 Cyclic Movement and Measuring the Minimum and Maximum Joint Widths of Architectural Joint Systems
 6. ASTM E1966 Test Method for Fire Resistive Joint Systems
 7. ASTM E2174 Standard Practice for On-site Inspection of Installed Fire Stops
 8. ASTM E2307 Standard Test Method for Determining the Fire Endurance of Perimeter Fire Barrier Systems Using the Intermediate-Scale, Multi Story Test Apparatus (ISMA)
 9. ASTM E2393 Standard Practice for On-site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers
 10. ASTM G21 Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi
- E. Building Code as locally adopted and amended.
- F. Underwriters Laboratories (UL) Fire Resistance Directory:
1. Through Penetration Firestop Systems (XHEZ).
 2. Joint Systems (XHBN).
 3. Fill, Void or Cavity Materials (XHHW).
 4. Firestop Devices (XHJI).
 5. Forming Materials (XHKU).
 6. Wall Opening Protective Materials (CLIV).
- G. National Fire Protection Association (NFPA):
1. NFPA 70: National Electrical Code
 2. NFPA 101: Life Safety Code
 3. NFPA 22: Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls
 4. NFPA 251: Fire Tests of Building Construction and Materials
- H. Firestop Contractors International Association (FCIA): MOP – FCIA Firestop Manual of Practice
- I. International Firestop Council (IFC):
1. Recommended IFC Guidelines for Evaluating Firestop Engineering Judgments, latest revision.
 2. Inspectors Field Pocket Guide, latest edition.
- J. Identification Labels for Firestop Assemblies:
1. Follow guidelines set in Chapter 7 of International Building Code.
 2. Coordinate with Section 04 22 00 and Section 09 29 00.
 3. Label penetration on both sides of wall or slab.
 4. Label each penetration or group of similar penetrations with a permanent label marked with the following information:
 - a. UL system number.
 - b. Rating.
 - c. Products used.
 - d. Installation date.
 - e. Installer name.
 - f. Penetration reference number unique to each location.
- K. Pipe insulation shall not be removed, cut away or otherwise interrupted through wall or floor openings.
1. Provide products appropriately tested for the thickness and type of insulation utilized.
- L. Cabling where frequent cable moves, add-ons, and changes are likely to occur in future:
1. Where cable trays are used:

- a. Utilize re-enterable products (e.g. removable intumescent pillows) specifically designed for retrofit.
- 2. Where cable trays are not used:
 - a. Utilize fire-rated cable pathway devices.
 - b. Where not practical, re-enterable products designed for retrofit may be used.
- M. Protect penetrations passing through fire-resistance rated floor-ceiling assemblies contained within chase wall assemblies with products tested by being fully exposed to fire outside of chase wall.
 - 1. Identify systems within UL Fire Resistance Directory with the words: Chase Wall Optional.
- N. Fire Resistive Joint Sealant:
 - 1. Provide flexible fire-resistive joint sealants to accommodate normal and thermal building movement without seal damage.
 - 2. Provide fire-resistive joint sealants designed to accommodate a specific range of movement.
 - a. Test in accordance with cyclic movement test criteria as outlined in: ASTM E1399, ASTM E1966 or UL 2079.
 - 3. Provide fire-resistive joint systems subjected to an air leakage test.
 - a. Conduct in accordance with UL 2079, with published L-Ratings for ambient and elevated temperatures, as evidence of ability of fire-resistive joint system to restrict movement of smoke.
 - 4. Coordinate firestopping with acoustical sealant requirements in Section 07 92 16.
- O. Subject smoke wall containment systems to air leakage test.
 - 1. Conduct in accordance with UL 1479, with published L-Ratings for ambient and elevated temperatures, as evidence of ability of fire-resistive joint system to restrict movement of smoke.
- P. System Description:
 - 1. Through Penetration Firestop Systems for protection of penetrations through following fire-resistance rated assemblies, including both blank openings and openings containing penetrating items:
 - a. Roof assemblies.
 - b. Floor assemblies.
 - c. Wall and partition assemblies.
 - d. Fire-rated smoke barrier assemblies.
 - e. Existing, fire and smoke-rated assemblies.
 - f. Construction enclosing compartmentalized areas.
 - 2. Fire Resistive Joint Assemblies for linear voids where fire-rated floor, roof, or wall assemblies abut one another, including following types of joints:
 - a. Top and bottom of wall interface with overhead roof or floor structure:
 - 1) Coordinate with acoustical sealant specified in Section 09 29 00.
 - 2) Select products to maintain acoustical, smoke and fire ratings indicated.
 - b. Non-Fire Rated Expansion Joints: Specified in Section 07 95 13.
 - c. Fire Rated Expansion Joints: Specified in Section 07 95 13.
- Q. LEED Requirements:
 - 1. Refer to Section 01 81 16, LEED HC v2009 Requirements, for additional performance requirements that may apply to products specified in this section.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's standard information indicating certification of products proposed for use on project.

- B. Project Information: UL reports with illustration of systems, system numbers, temperature ratings, and products proposed for use on project.
- C. Contract Closeout Information:
 - 1. Warranty.
 - 2. Electronic file of project firestopping documentation.
 - 3. LEED Information: IEQ 4.1, Low-Emitting Materials, Adhesives and Sealants: Manufacturer's product data for construction adhesives and sealants including VOC content.

1.4 warranty

- A. Written five (5) year warranty guaranteeing quality of installation and meeting requirements of manufacturer's written instructions and tested systems.

Part 2 - PRODUCTS

2.1 Acceptable manufacturers

- A. Firestopping:
 - 1. Base:
 - a. Hilti, Inc.
- B. Forming Materials:
 - 1. Base:
 - a. Hilti, Inc.
- C. Other manufacturers desiring approval, comply with Section 00 26 00.
 - 1. See systems Volume 2 of UL Building Materials Directory.

2.2 MATERIALS

- A. Through Penetration Firestop Systems:
 - 1. VOC content not to exceed 250 g/L
 - 2. Base Products:
 - a. FS-ONE Intumescent Firestop Sealant.
 - b. CP 604 Self-leveling Firestop Sealant.
 - c. CP 620 Fire Foam.
 - d. CP 606 Flexible Firestop Sealant.
 - e. CP 601S Elastomeric Firestop Sealant.
- B. Fire-resistive Joints:
 - 1. VOC content not to exceed 250 g/L
 - 2. Base Products:
 - a. CFS-SP WB Firestop Joint Spray.
 - b. CP 601S Elastomeric Firestop Sealant.
 - c. CP 606 Flexible Firestop Sealant.
 - d. CP 604 Self-leveling Firestop Sealant.
- C. Firestop Devices:
 - 1. Factory-assembled collars lined with intumescent material sized to fit specific outside diameter of penetrating item.
 - 2. Base Products:
 - a. CP 680-P Cast-in-Place Firestop Device.
 - b. CP 680-M Cast-in-Place Firestop Device.
 - c. CP 681 Tub Box Kit.
 - d. CFS-DID Firestop Device.

- D. Intumescent Pads, Wall Opening Protective Materials:

1. Intumescent, non-curing pads or inserts for protection of electrical panels, switch and receptacle boxes, medical gas outlets and valve boxes and other items recessed in face of fire rated walls.
 2. Base Product:
 - a. CFS-P PA Firestop Putty Pad.
 - b. CP 617 Firestop Putty Pad.
 - c. Hilti Biox Insert.
- E. Fire-rated Cable Pathways:
1. Usage:
 - a. Cables passing through fire-rated floors or walls shall pass through fire-rated cable pathway devices made from an intumescent material that adjusts automatically to cable additions or subtractions.
 2. Product description and requirements:
 - a. Pathway device modules comprised of steel raceway and intumescent pads with adjustable smoke seal sleeve.
 - b. F-Rating equal to the rating of barrier the device penetrates.
 - c. Pathway devices shall be capable of allowing a 0 to 100 percent fill of cables.
 - d. Size to accommodate quantity and size of electrical wires and data cables indicated plus 100 percent expansion.
 - e. Provide wire devices with steel wall plates allowing for single or multiple devices ganged together without requiring additional wall structure framing.
 3. Base product:
 - a. CP 653 Speed Sleeve.
 - 1) Use in conjunction with CFS-SL GP when more than one device is required.
 - b. CFS-CC Firestop Cable Collar.
- F. Firestop Putty:
1. Intumescent, non-hardening, water resistant putties containing no solvents, inorganic fibers or silicone compounds.
 2. Firestop putty shall be provided and installed at, but not limited to, the gap between wire, cabling, or both, exiting an open end of conduit, where conduit penetrates one or both sides of a smoke or fire rated wall assembly.
 3. Base products:
 - a. CP 618 Firestop Putty Stick.
 - b. CFS-PL Firestop Plug.
- G. Wrap Strips:
1. Single component intumescent elastomeric strips faced on both sides with a plastic film:
 2. Base Products:
 - a. CP 643N Firestop Collar.
 - b. CP 644 Firestop Collar.
 - c. CP 648E/648S Wrap Strips.
- H. Firestop Blocks:
1. Re-enterable, non-curing, intumescent flexible block.
 2. Base products:
 - a. CFS-BL Fire Block.
 - b. CFS-PL Firestop Plug.
- I. Mortar:
1. Portland cement based dry-mix product formulated for mixing with water at Project site to form a non-shrinking, water-resistant, homogenous mortar.
 2. Base product:
 - a. CP 637 Firestop Mortar.

- J. Silicone Sealants:
 - 1. Moisture curing, single component, silicone elastomeric sealant for horizontal surfaces pourable or nonsag or vertical surface nonsag.
 - 2. Base product:
 - a. CP 601S Elastomeric Firestop Sealant.
 - b. CP 604 Self Leveling Silicone Firestop Sealant.
 - c. CFS-SIL SL Self Leveling Silicone Firestop Sealant.
 - K. Pre-formed mineral wool:
 - 1. CP 767 Speed Strips
 - 2. CP 777 Speed Plugs
 - L. Fire Sealant:
 - 1. Single component latex or acrylic formulations that upon cure do not re-emulsify during exposure to moisture.
 - a. CP 601S Elastic Firestop Sealant.
 - b. CP 606 Fire Resistant Joint Filler.
 - c. CP 672 Firestop Joint Spray.
 - d. CFS-SP WB Firestop Joint Spray.
 - 2. VOC content of sealants shall be no greater than 250 g/L.
 - 3. VOC content of sealants shall be no greater than 250 g/L.
 - 4. Adhesives and sealants shall contain no carcinogen or reproductive toxicant components present at more than 1 percent of total mass of the product as defined in the California Office of Environmental Health Hazard Assessment's (OEHHA) list entitled, Chemicals Known to the State to Cause Cancer, or the Reproductive Toxicity, Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65).
 - M. Composite Sheet:
 - 1. Non-curing, re-penetrable material.
 - 2. Base Products:
 - a. CP 675T Firestop Board.
 - b. CFS-BL FireBlock.
 - N. Forming Materials:
 - 1. Materials listed as components in laboratory-approved designs.
 - 2. Mineral Wool:
 - a. Base Product: CP 767 Speed Strip
 - b. Similar product specifically named as components in laboratory-approved designs.
 - O. Perimeter Fire Containment: Specified in Section 07 84 53.
 - P. Acoustical Sealant: Specified in Section 07 92 16.
- 2.3 THROUGH PENETRATION FIRESTOP SYSTEMS
- A. General:
 - 1. Schedules below identify requirements for acceptable through penetration firestop systems based on barrier type, fire-resistive rating, and penetrant type. Each system must comply with building code and fire code as locally adopted and amended.
 - 2. Requirements for single-membrane penetrations and through penetration firestops are identical. Unless otherwise noted, penetrants which pass through a single membrane, shall be treated the same as if it passed through the entire fire-resistive assembly.
 - 3. Select each firestop system based on actual field conditions, including penetration type, shape, size, quantities and physical position within opening.

4. Refer to Plans for indication of the required ratings of fire-resistive wall, floor, and roof assemblies.
5. Indicated ratings are minimum and may be exceeded.
6. Firestop Assemblies at Fire-Rated Walls:
 - a. The minimum Fire (F) Rating for Firestop assemblies in walls shall equal that of the wall, but not less than 1-HR.
 - b. The minimum Temperature (T) Rating of Firestop assemblies in walls may equal zero.
 - c. Smoke Barrier: In addition to (F) Rating, (L) Rating of maximum 5 CFM per SF.
 - d. Non-rated walls and Smoke-Partitions with no fire-resistive requirement: Assembly with (L) rating.
7. Firestop assemblies at fire-rated floors and roofs:
 - a. Minimum Fire (F) and Temperature (T) Ratings of Firestop assemblies used in floors or roof shall equal hourly rating of floor or roof being penetrated, but not less than 1-HR.
 - 1) Exception 1: The T-rating may equal zero when portion of penetration, above or below floor, is contained within a wall.
 - 2) Exception 2: Firestops are not required for floor penetrations within a 2-hour rated shaft enclosure.
- B. Voids in wall with no penetrations:
 1. Fill with approved through penetration firestopping system.
 2. Contractor's option: Patch void in wall with like construction.
- C. Penetrating Ducts with Dampers:
 1. Utilize only firestop materials which are included in damper's classification.
 2. Do not install firestop systems that hamper performance of fire dampers.
- D. Cable Trays and similar devices:
 1. Provide re-enterable products specifically designed for removal and re-installation at openings within walls and floors designed to accommodate voice, data and video cabling.
- E. Electrical panels and devices, medical gas outlets and valve boxes, film illuminators, and other items recessed in to face of rated walls:
 1. Where electrical devices are placed on opposite sides of wall, and are less than 24 IN apart measured horizontally, install intumescent pads over back of devices in approved manner or maintain continuity of rated barrier within wall cavity surrounding recessed item.

2.4 FIRE-RESISTIVE JOINT ASSEMBLIES – GENERAL

- A. General:
 1. Where joint will be exposed to elements, fire-resistive joint sealant must be approved by manufacturer for use in exterior applications and shall comply with ASTM C920.
- B. Head-of-Wall Assemblies:
 1. General:
 - a. Use at top of fire-rated and smoke barrier walls and partitions where they abut floor and roof structures above.
 - b. Select systems with D designation, rated for dynamic movement capability.
 - c. Select systems that can accommodate deflection of structure above.
 - d. Maximum Leakage for Fire-resistive Joints in Smoke Barriers: 5 CFM or less per linear foot as tested in accordance with UL 2079.
 - e. Seal non-fire-rated sound-control walls and smoke partitions with acoustical sealant as specified in Section 07 92 16.
 2. Minimum F and T ratings:

- a. The minimum fire rating for firestop assemblies in walls shall equal that of wall, but not less than 1-HR.
- b. The minimum temperature rating of firestop assemblies in walls may equal zero.
- 3. Acceptable Systems:
 - a. Metal stud and drywall partitions: Select system from UL HW-D-0000 Series.
 - b. Concrete and Masonry Walls: Select system from UL HW-D-1000 Series.

Part 3 - EXECUTION

3.1 PREPARATION

- A. Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
- B. Surfaces to which firestop materials will be applied shall be free of dirt, grease, oil, scale, laitance, rust, release agents, water repellents, and any other substances that may inhibit optimum adhesion.
- C. Provide masking and temporary covering to prevent soiling of adjacent surfaces by firestopping materials.
- D. Do not proceed until unsatisfactory conditions have been corrected.

3.2 Installation

- A. General:
 - 1. Install firestop systems in accordance with manufacturer's instructions and conditions of testing and classification as specified in UL or other acceptable third-party testing agency listing.
 - 2. Penetrations through fire-resistive floor assemblies shall be sealed with firestop system providing minimum Class 1 W-rating as tested in accordance with UL 1479 and ensure air and water resistant seal.
 - 3. Protect materials from damage on surfaces subjected to traffic.
- B. Identification Labels:
 - 1. Identify each firestop assembly as defined in Quality Assurance.
 - 2. Do not locate identification labels, tags, or both, on finished surfaces or where exposed to view by public.

3.3 FIELD QUALITY CONTROL

- A. Owner shall engage a qualified independent inspection agency to inspect firestop systems in accordance with ASTM E2174, Standard Practice for On-site Inspection of Installed Fire Stops, and ASTM E2393, Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers.
- B. Construct mock-up on-site to include typical through penetration and fire-resistive joint applications for project.
- C. Maintain areas of work accessible until inspection by authorities having jurisdiction.
- D. Where deficiencies are found, repair or replace assemblies to comply with requirements.

3.4 ADJUSTING AND CLEANING

- A. Remove equipment, materials and debris, leaving area in undamaged, clean condition.
- B. Clean surfaces adjacent to sealed openings free of excess materials and soiling as work progresses.

- C. Perform patching and repair of firestopping systems damaged by other trades.

END OF SECTION

SECTION 07 92 00 - JOINT SEALANTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Anti-Ligature Pick proof caulk and sealant required in the project.

1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:
 - a. Perimeter joints between materials listed above and frames of doors and windows.
 - 2. Exterior joints in the following horizontal traffic surfaces:
 - a. Control, expansion, and isolation joints in cast-in-place concrete slabs.
 - 3. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Vertical control joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
 - c. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - d. Other joints as indicated.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant schedules at the end of Part 3.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.

2.4 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Exposed and Concealed Joints: For each product of this description indicated in the Acoustical Joint-Sealant Schedule at the end of

Part 3, provide manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 and the following:

1. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and

- compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 3. Remove laitance and form-release agents from concrete.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- F. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses provided for each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealants from surfaces adjacent to joint.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Multicomponent Nonsag Polysulfide Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
 1. Products: Provide one of the following:
 - a. cm-60; W.R Meadows, Inc.
 - b. T-2235-M; Morton International, Inc.
 - c. T-2282; Morton International, Inc.
 - d. Thiokol 2P; Morton International, Inc.
 - e. GC-5 Synthacalk; Pecora Corporation.
 - f. Two-Part Sealant; Sonneborn Building Products Div., ChemRex Inc.
 2. Type and Grade: M (multicomponent) and NS (nonsag).
 3. Class: 25.
 4. Uses Related to Exposure: T (traffic)

3.7 LATEX JOINT-SEALANT SCHEDULE

- A. Latex Sealant: Where joint sealants of this type are indicated, provide products complying with the following:
 1. Products: Provide one of the following:

- a. Chem-Calk 600; Bostik Inc.
- b. NuFlex 330; NUCO Industries, Inc.
- c. LC 160 All Purpose Acrylic Caulk; Ohio Sealants, Inc.
- d. AC-20; Pecora Corporation.
- e. PSI-701; Polymeric Systems, Inc.
- f. Sonolac; Sonneborn Building Products Div., ChemRex, Inc.
- g. Tremflex 834; Tremco.

3.8 ACOUSTICAL JOINT-SEALANT SCHEDULE

- A. Acoustical Sealant for Exposed and Concealed Joints: At all sound partitions and where joint sealants of this type are indicated, provide products complying with the following:
 - 1. Products: Provide one of the following:
 - a. AC-20 FTR Acoustical and Insulation Sealant; Pecora Corporation.
 - b. SHEETROCK Acoustical Sealant; USG Corp., United States Gypsum Co.
- B. Acoustical Sealant for Concealed Joints: At all sound partitions and where joint sealants of this type are indicated, provide products complying with the following:
 - 1. Products: Provide one of the following:
 - a. Pro-Series SC-170 Rubber Base Sound Sealant; Ohio Sealants, Inc.
 - b. BA-98; Pecora Corporation.
 - c. Tremco Acoustical Sealant; Tremco.

END OF SECTION

SECTION 08 11 13 – HOLLOW METAL DOORS AND FRAMES**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: Provide and install hollow metal doors and frames, complete, as shown on Drawings and as specified.
 - 1. Hollow Metal Door and Frame Sets.
 - 2. Hollow Metal Interior Window Frames.
 - 3. Hollow Metal Frames for Wood Doors specified in Section 081416 – Flush Wood Doors.
 - 4. Coordinate Door and Frame fabrication with door hardware specified in Section 087100 – Door Hardware as required for the hardware types scheduled on Drawings.
 - 5. Coordinate Door and Frame fabrication with Security and Access Control products specified in DIVISION 26 – Electrical as required for Security and Fire Alarm wiring and interface.
- B. Work Specified Elsewhere:
 - 1. Section 050500 – Metal Fasteners.
 - 2. Section 081416– Flush Wood Doors.
 - 3. Section 084113– Aluminum Entrances and Storefronts.
 - 4. Section 084213– Aluminum Framed Entrance
 - 5. Section 087100 – Door Hardware.
 - 7. Section 088000 –Glazing.
 - 8. Section 085113 – Aluminum Windows.

1.2 REFERENCE STANDARDS

- A. Hollow Metal Manufacturers Association (HMMA) Division of National Association of Architectural Metal Manufacturers (NAAMM):
 - 1. Hollow Metal Manual; including HMMA 800, 801, 802, 810, 820, 830, 840, 841, 850, 860, 861, 862, 863, 880, 881, and 882.

1.3 QUALITY ASSURANCE

- A. Comply with the latest edition of the following Standards:

1. National Fire Protection Association (NFPA):
 - a. NFPA No. 80: "Fire Doors and Windows".
 - b. NFPA No. 251: "Fire Tests of Building Construction and Materials".
 - c. NFPA No. 252: "Fire Tests of Door Assemblies".
 - d. NFPA No. 257: "Fire Tests of Window Assemblies".
 2. American Society for Testing and Materials (ASTM):
 - a. ASTM E-119: "Methods for Fire Tests of Building Construction and Materials".
 - b. ASTM E-152: "Standard Methods of Fire Tests of Door Assemblies."
 - c. ASTM E-163: "Methods for Fire Tests of Window Assemblies".
 3. American National Standards Institute (ANSI):
 - a. A250.8: "Recommended Specifications for Standard Steel Doors and Frames".
 4. Underwriters' Laboratories' (UL):
 - a. UL-9: "Fire Tests of Door Assemblies".
 - b. UL-10C: "Fire Tests of Window Assemblies".
- B. Testing Agency Qualifications: Testing agency testing all fire rated doors and frames, shall have approval of enforcing authority for this project and provide inspection of materials and workmanship at factory during fabrication and assembly.
- C. Requirements of Regulatory Agencies: Where opening has fire resistive rating of 20 minutes or longer, door shall bear testing agency-issued label.
- a. Provide "T" temperature rating labels.

1.4 SUBMITTALS

- A. Comply with provisions of Section 013300 – Submittal Procedures.
- B. Product Data: Manufacturer's specifications, catalog cuts, data, and installation instructions.
- C. Shop Drawings:

1. General: Show frame type, material descriptions and gauges, exact profiles, elevations, fire-resistive rating and complete details, including reinforcing, anchors, and connections.
 - a. Identify non-conforming frames and assemblies that cannot be fire rated or labeled for Architect's review and direction.
 2. Provide Elevation Drawings for each frame assembly, fully dimensioned and identified by numbering nomenclature used on Drawings, including:
 - a. Locations of rough-in and reinforcing preparation for hardware provided in other Sections.
 - b. Routing of electrical conduit or cable within frame members.
 - c. Glass Type for each Lite, incorporating nomenclature used on Drawings.
 - d. Locations of Doors, including swing and Door numbering nomenclature used on Drawings.
 - e. Frame Finish.
 3. Provide full-size special details showing thickness, profiles, jointing, connections, and assembly of various members, reinforcement, anchorage, and supports.
- D. Samples: Submit 12-inch by 12-inch "L" section of metal door frame showing corner detail, anchor, weld, and finish.
- E. Certificates: Submit certificates for specified doors and frames indicating compliance with fabrication and minimum labeling requirements. Certificates signed by Contractor and authorized representative of hollow metal manufacturing company.

1.6 PRODUCT HANDLING

- A. General: Deliver, store, and handle hollow metal work in manner to prevent damage, distortion, and deterioration.
- B. Packaging: Package hollow metal work in cardboard or other containers with separators, banding, spreaders, and paper wrappings to protect items during transit and Project site storage.
- C. Manufacturer's Recommendations: Follow special storage and handling requirements of manufacturer.
- D. Identification: Mark each door and door frame, on a surface which will be hidden after installation, with designation of opening for which it is furnished. Mark opening designation also on exterior packaging for each door and door frame.

1.7 COORDINATION

- A. Hardware Suppliers: Furnish hollow metal frame manufacturer with accepted hardware schedule, hardware templates, and samples of physical hardware where necessary to ensure correct fitting and installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. General: Provide products manufactured by Stiles Custom Metal, Inc; Curries Company, an ASSA ABLOY Group Company; Steelcraft, an Ingersoll Rand Company OR Ceco, an ASSA ABLOY Group Company

2.2 MATERIALS – GENERAL

- A. Steel Sheet:

1. General: Free of scale, pitting, and surface defects.
2. Cold-Rolled: ASTM A366, commercial grade.
3. Hot-Rolled: ASTM A569, commercial grade, pickled.
4. Galvanized: Cold-rolled or hot-rolled sheet with zinc coating applied by hot-dip process per ASTM A526 (A60 or G60) with coating weight of not less than 0.30 ounces per square foot per side.

2.3 HOLLOW METAL DOORS

- A. Faces:

1. Interior Doors: Cold-rolled or hot-rolled steel sheet; not less than 18 gauge.
2. Exterior Doors: Galvanized steel sheet, not less than 16 gauge.

- B. Door Thickness: 1-3/4-inches, unless otherwise shown.

- C. Door Types: Flush. Fully-welded seamless construction with no visible seams or joints on faces or vertical edges.

- D. Door Construction:

1. General: Fabricate doors in conformance with ANSI A250.8, including:
 - a. Level and Physical Performance Level: Level 3 and Extra heavy Duty per ANSI A250.8.
 - b. Model: 2 (Seamless per ANSI A250.8).

2. Reinforcement: Stiffen face sheets by continuous vertical formed steel stiffener sections spanning full thickness of interior space between door faces.
3. Stiffeners: Not less than 22 gauge space not more than 6-inches apart and securely attach to face sheets by spot welds not more than 5-inches on center. Fill spaces between stiffeners to sound-deaden and insulate full height of door with an inorganic non-combustible batt-type material.
4. Door Faces: Join at vertical edges by continuous weld extending full height of door. Grind, fill, and dress welds smooth to make invisible and provide smooth flush surface.
5. Top and Bottom Edges: Close with continuous recessed steel channel not less than 16 gauge, extending full width of door and spot welded to both faces. At exterior doors provide an additional flush closing channel at top edges and, where required for attachment of weather-stripping, a flush closure also at bottom edges. Provide openings in bottom closure of exterior doors to permit escape of entrapped moisture.
6. Edge Profiles: Provide for both vertical edges of doors as follows:
 - a. Single-Acting Swing Doors: Bevel 1/8-inch in 2 inches.
 - b. Double-Acting Swing Doors: Round on 2-1/8-inch radius.
7. Hardware Reinforcements:
 - a. General: Mortise, reinforce, drill and tap doors at factory for fully-templated hardware only, per hardware schedule and templates provided by hardware suppliers specified in Section 08710 – Door Hardware, and DIVISION 16 –Electrical (Fire Alarm and Security Requirements). Where surface-mounted hardware is scheduled, provide reinforcing plates only; drilling and tapping done by others.
 - b. Minimum Gauges For Hardware Reinforcing Plates: As follows:
 - 1) Hinge and Pivot Reinforcements: 7 gauge.
 - 2) Reinforcements for Lock Face, Flush Bolts, Concealed Holders: 12 gauge.
 - 3) Reinforcements for All Other Surface-Mounted Hardware: 16 gauge.
8. Astragals:
 - a. Dutch Bend Astragal: Provide as integral part of door unless otherwise shown or scheduled. Fabricate astragal of three thickness of metal of same gauge as face sheet. Fabricate reveal on opposite door leaf from top to bottom for dutch bend astragal to lay flush with face.

b. Location:

1) Exterior Pairs of Doors:

- a) Outswing: Astragal on exterior side of active door leaf.
- b) Inswinging: Astragal on exterior side of inactive leaf.

9. Louvers: Welded blade type of construction. Louvers pierced into face sheets not permitted.

10. Exterior Doors: Provide weep-hole openings in bottom of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

E. Electrical Requirements:

1. General: Make provisions for installation of electrical items specified under Section 087100 – Door Hardware, and DIVISION 16 –Electrical (Fire Alarm and Security Requirements) and other applicable Sections; arrange in manner so wiring can be readily removed and replaced.

2. Doors with Electric Hardware:

- a. General: Provide with metal raceway or conduit to permit wiring from electric hinge to other electric door hardware.
- b. Hinges or Pivot Location: Center or intermediate as applicable; top or bottom not permitted.
- c. Install Electro Lynx wiring and Molex type connectors. Furnished by Section 087100, Door Hardware.

2.4 HOLLOW METAL PANELS

A. General: Fabricate and finish hollow metal panels as specified for hollow metal doors.

2.5 HOLLOW METAL FRAMES

A. Materials:

- 1. Interior Frames: Cold-rolled or hot-rolled steel sheet; not less than 16 gauge for openings 48-inches and less in width, and not less than 14 gauge for openings greater than 48-inches in width.
- 2. Exterior Frames: Galvanized steel sheet; not less than 14 gauge.

B. Fabrication:

1. General: Provide welded units with integral trim, of sizes and shapes shown. Knocked-down frames acceptable at interior non-rated openings only.
2. Finished Work: Strong and rigid, neat in appearance, square, true and free of defects, warp or buckle. Fabricate molded members clean cut, straight and of uniform profile throughout their lengths.
3. Jamb Depths, Trim, Profile, Returns, and Backbends: As shown.
4. Corner Joints: Close contact edges tight, miter and continuously weld trim edges, and miter (butt) stops. Use of gussets not permitted.
5. Stops: Minimum depth 5/8-inches.
6. Large Openings: When shipping limitations so dictate, fabricate frames for large openings in sections designed for splicing in field.
7. Multiple or Special Openings: Fabricate frames for multiple or special openings with mullion and/or rail members which are closed tubular shapes having no visible seams or joints. Securely weld joints between faces of abutting members and finish smooth.
8. Hardware Reinforcements:
 - a. General: Mortise, reinforce, drill, and tap frames at factory for fully templated mortised hardware only, per hardware schedule and templates provided by hardware supplier. Where surface-mounted hardware is to be applied, provide frames with reinforcing plates only.
 - b. Hardware Reinforcing Plates: Minimum thickness as follows:
 - 1) Hinge And Pivot Reinforcements: 7 gauge, 1-1/4-foot by 10-inches, minimum size.
 - 2) Strike Reinforcements: 12 gauge.
 - 3) Flush Bolt Reinforcements: 12 gauge.
 - 4) Closer Reinforcements: 12 gauge.
 - 5) Surface-Mounted Hardware Reinforcements: 12 gauge.
 - 6) Hold-Open Arm Reinforcements: 12 gauge.
 - 7) Surface Exit Device Reinforcements: 12 gauge.
9. Jamb Anchors:
 - a. Masonry Walls: Provide frames with adjustable jamb anchors. Anchors not less than 16-gauge steel or 0.156-inch diameter steel wire. Stirrup straps shall be not less than 2 inches by 10 inches in

size, corrugated and/or perforated. Provide anchors on each jamb as follows:

Frames up to 7'-6" height:	3 anchors.
Frames 7'-6" to 8'-0" height:	4 anchors.
Frames over 8'-0" height:	1 anchor for each 2' or fraction thereof in height.

- b. Stud Partitions: Provide frames with steel anchors of suitable design, not less than 18-gauge thickness, securely welded inside each jamb as follows:

Frames up to 7'-6" height:	4 anchors.
Frames 7'-6" to 8'-0" height:	5 anchors.
Frames over 8'-0" height:	5 anchors plus one additional for each 2' or fraction thereof over 8'-0".

- c. Previously Placed Concrete or Masonry: Provide frames to be anchored to previously placed concrete, masonry or structural steel with anchors of suitable design as shown on approved shop drawings.

10. Floor Anchors:

- a. General: Securely weld inside each jamb, with two holes provided at each jamb for floor anchorage.
- b. Adjustable Anchors: Where so scheduled or specified, provide adjustable floor anchors, not less than 2 inches in height adjustment.
- c. Thickness: Minimum 14 gauge.

11. Masonry Wall Openings More Than 48-Inches In Width: Provide with angle or channel stiffener factory welded into head; stiffeners not less than opening width and not used as lintels or load-bearing members.

12. Dust Cover Boxes: Or mortar guards, provide of not thinner than 26-gauge steel at hardware mortises on frames to be set in masonry or plaster partitions.

13. Steel Spreader: Provide frames with steel spreader temporarily attached to feet of both jambs to serve as brace during shipping and handling. Steel spreader not to be used for installation purposes.

C. Electrical Requirements:

1. General: Make provisions for installation of electrical items specified under Section 087100 – Door Hardware, and DIVISION 26 –Electrical (Fire Alarm and Security Requirements) and other applicable Sections; arrange in manner so wiring can be readily removed and replaced.

2. Frames with Electric Hinges:
 - a. General: Dust cover boxes or mortar guard for electrical hinges furnished under Section 087100 – Door Hardware; weld into place under this Section.
 - b. Hinge or Pivot Location: Center or intermediate as applicable; top or bottom not permitted.
3. Back Box for Electrical Hardware Items: Furnished under Section 087100 – Door Hardware; weld into place under this Section.

2.6 FIRE-RATED DOORS AND FRAMES

- A. General: Provide labeled doors and frames for those openings requiring fire protection ratings as scheduled. Construct such doors and frames as tested and approved by UL, WHI, or other nationally recognized testing agency having factory inspection service.
- B. Non-Ratable Openings: Identify on Shop Drawings any door or frame scheduled to be fire-rated cannot qualify for appropriate labeling because of its design, hardware or any other reason. Do not begin fabrication for non-ratable items until all issues have been resolved.

2.7 STOPS AND MOLDINGS

- A. Moldings for Glazed Lites in Doors: Minimum 0.032 inch thick, fabricated from same material as door face sheet in which they are installed.
- B. Fixed Frame Moldings: Formed integral with standard steel frames, minimum 5/8 inch high, unless otherwise indicated.
- C. Loose Stops for Glazed Lites in Frames: Minimum 0.032 inch thick, fabricated from same material as frames in which they are installed.

2.8 SHOP PAINTING

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 1. Finish standard steel door and frames after assembly.
- B. Galvanized Steel Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified below to comply with ASTM A 780.
 1. Galvanizing Repair Paint: High-zinc-dust-content paint for reglazing welds in steel, complying with SSPC-Paint 20.

- C. Steel Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning"; remove dirt, oil, grease, or other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel; comply with SSPC-SP 3, "Power Tool Cleaning," or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- D. Factory Priming for Field-Painted Finish: Apply shop primer specified below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7-mils.
- E. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine substrate and conditions under which hollow metal doors and frames are to be installed and give notification, in writing, of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF FRAMES

- A. General: Install frames per Reference Standards and as specified.
- B. Labeled Doors and Frames: Install per requirements of labeling authority.
- C. Setting: Exercise care in setting of frames to maintain scheduled dimensions, hold head level, and maintain jambs plumb and square.
- D. Anchorages and Connections: Secure to adjacent construction. Furnish anchors to suit wall conditions and floor angles or clips welded to frame for fastening to floor.
- E. Spreader Bars: Whenever possible, leave frame spreader bars intact until frames are set perfectly square and plumb and anchors are securely attached. Do not use shipping bars as spreaders.
- F. Expansion Movement: Allow for as required.
- G. Fire-Rated Frames: Install per NFPA Standard No. 80.
- H. Exterior Doors: Provide sheet metal drip at head.
- I. Frames in Metal Stud Partitions: Frames filled tight with mineral fiber safing as specified in Section 078413 – Penetration Firestopping.

3.3 SHOP COAT TOUCH-UP

- A. General: Immediately after installation remove rust, sand smooth, and touch-up items with prime coat which has been damaged with same primer as applied in shop.

3.4 ADJUSTMENT

- A. General: Replace or re-hang doors which are hinge-bound or do not swing or operate freely.

3.5 PROTECTION

- A. General: Protect installed work against damage from other construction work.

3.6 INSTALLATION OF DOORS

- A. General: Install doors per manufacturer's instructions.
- B. Hardware: Install per requirements specified in Section 087100 – Door Hardware.
- C. Adjustment: Adjust and lubricate operable parts as required for correct function.

END OF SECTION

SECTION 081416- FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide and install flush wood doors, complete, as shown on Drawings and as specified, including:
 - 1. Flush Wood Doors, including: Wood Veneer Flush Doors, including specified veneer and transparent finish.
 - 2. Provide rated and un-rated doors as scheduled on Drawings.
 - 3. Coordinate Door fabrication with Section 087100 – Door Hardware as required for the hardware types scheduled on Drawings.
 - 4. Coordinate Door fabrication with DIVISION 26 – Electrical as required for Security and Fire Alarm wiring and interface.
- B. Work Specified Elsewhere:
 - 1. Section 081113– Hollow Metal Doors and Frames.
 - 2. Section 084113–Aluminum Entrances and Storefronts.
 - 3. Section 087100 – Door Hardware.
 - 4. Section 088000 – Glazing.

1.2 REFERENCE STANDARDS

- A. National Wood Window and Door Association (NWWDA):
 - 1. IS 1.1; General Requirements for Flush Wood Doors.
 - 2. IS 1.2; Solid Core Wood Flush Doors.
 - 3. IS 1.4; Special Construction Wood Flush Doors.
 - 4. IS 1.6; Testing and Inspection Requirements for Wood Flush Doors.
- B. Standards of Woodwork Institute (WI) "Manual of Millwork."
- C. American Society for Testing Materials (ASTM):
 - 1. E-90-02: "Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements".

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer: Certified and licensed per NWWDA IS 1 Series.
2. United States Product Standard (PS) "Construction and Industrial Plywood" (PS 1-74).

1.4 SUBMITTALS

- A. Comply with provisions of Section 013300 – Submittal Procedures.
- B. Product Data: Manufacturer's specifications, catalog cuts, standard details, and installation details.
- C. Shop Drawings: Complete, with door schedule; show location, types, sizes, thickness, cutout details, special details and other requirements to assure proper installation.
- D. Samples:
 1. Doors: Each type showing construction, faces, edges, and specified finishes; 12-inch by 12-inch corner section.
- E. Certificates:
 1. General: Certification that doors conform to NWMA IS 1 Series.
 2. Sound Retardant Doors: Certification that doors comply with specified STC rating.

1.5 EXTENDED WARRANTY

- A. Comply with requirements of Section 017600 – Guarantees and Warranties.
- B. General: Manufacturer's standard based on NWMA IS 1.1 tolerances and book sizes.
- C. Solid Core Doors:
 1. Interior: Life of original installation.

1.6 PRODUCT HANDLING

- A. Delivery: Package doors per manufacturer's recommendation prior to shipment. Mark and identify doors for each opening to facilitate proper location.
- B. Storage: Store doors flat on level surfaces in clean, dry, and properly ventilated spaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Typical Flush Wood Doors: Provide wood doors manufactured by Marshfield Door Systems, VT Industries, Eggers Industries, OR Oshkosh Architectural Wood Doors

2.2 WOOD VENEER FACES FOR TRANSPARENT FINISH

A. General:

- 1. Provide wood veneer faced flush wood doors as required to match the Architect's samples and in conformance with ANSI/HPVA HP-1; not less than 1/50-inch-thick before finish sanding.
 - a. Grade: Premium, with Grade A faces.

B.

- 1. Species: **Match existing doors elsewhere in hospital, verify w/ Owner & Architect.**
- 2. Cut: **Match existing doors elsewhere in hospital, verify w/ Owner & Architect.**
- 3. Application:
 - a. Face Panel Grade: HPVA Grade A.
 - b. Finish: **Match adjacent existing doors.**
- 4. Match between veneer leaves: **Book Match**
- 5. Fabrication: As specified in this Section.

2.3 MDO FACES FOR SHOP AND FIELD PAINTING

- A. Paint-Grade Medium Density Overlay (MDO): Conform to PS 1-74.
- B. Paint doors as specified in Section 099123 – Interior Painting.

2.4 FABRICATION – NON-RATED DOORS AND 20-MINUTE RATED DOORS

A. Fabrication:

- 1. General: Per NWWDA IS 1 Series, Premium Grade; no finger jointing permitted.

B. Cores:

1. Particleboard: Mat-formed wood particle board per ANSI 208.1, Grade 1-L-2 28–32 pounds per cubic foot.
 - a. Use particleboard made with binder containing no urea-formaldehyde resin.
2. Blocking: Provide mill option wood blocking in particleboard-core doors as required to eliminate through-bolting hardware for all surface applied hardware.
3. Adhesive: Type I bond.
4. Bonding: Fabricate doors using bonded core construction, including stile and rails bonded to core, using adhesive and pressure during the curing process. Plane assembled and cured door core units to a uniform thickness prior to application of crossbanding and veneers.
5. Crossbands: Dried to 6-9 percent moisture content, minimum 1/16-inch-thick spliced hardwood with no voids or defects, extending full width of doors with grain at right angles to face veneer.
6. Stiles: Provide SCL stiles, minimum 1-3/8-inch-thick before fitting; 1-1/8-inch minimum after trimming. For wood veneer doors, provide outer band matching specified wood veneer, with no exposed crossbands.
7. Rails: Provide wood rails, 1-1/8-inch minimum after trimming; mill option hardwood or softwood of a density equal to or exceeding Douglas Fir.
8. 20 minute particle core shall meet positive pressure and "S" label without use of intumescent seals.

C. Identification: Stamp each door with NWWDA Certification Hallmark.

1. 20-Minute Fire Rated Doors: Provide each door with UL or WHI metal or mylar type labels.

2.6 FABRICATION – 45, 60 AND 90 MINUTE FIRE RATED DOORS

A. Fabrication:

1. General: Fabricate as specified for standard doors, NWWDA IS 1.4, and UL requirements for fire rating shown.
2. Non-Ratable Openings: If any scheduled fire rated door cannot be labeled because of design, size, hardware, or other reason, give written notification; do not start fabrication until conflict is resolved.

B. Core: Door manufacturer's standard non-combustible mineral core, containing 0-percent asbestos and designed to meet or exceed labeling requirements.

1. Concealed Rod Hardware: Where scheduled, provide Georgia-Pacific, or equal, Firestop components; including matching full length wood edge meeting stiles with no visible finger joints, 1/2-inch width after trimming. Metal edges or metal edge and astragal no acceptable.
 2. Reinforcement: Manufacturer's standard size, incombustible multi-ply inner blocking to eliminate through-bolting of surface mounted hardware.
 - a. Stile Edge Screw Withdrawal: Minimum 740-pounds when tested per ASTM D-1037.
 3. Stile Edge Split Resistance: Minimum 750-pounds minimum when tested per ASTM D-143 (modified). For wood veneer doors, provide 1/2-inch-thick outer band matching specified wood veneer.
 - a. Reinforce hinge edge on all fire doors to accommodate full-mortise hinges as specified and to provide additional screw holding power when hinge is installed.
- C. Cross Bands and Edge Bands: Untreated or fire retardant treated per UL requirements for fire rating shown.
- D. Identification: Stamp each door with NWWDA Certification Hallmark.
1. Fire Rated Doors: Provide each door with UL or WHI metal or mylar type labels.
- E. Install flush stainless steel edge guards under label procedure. Furnished by section 087100 – Door Hardware.
- F. Install Electro Lynx wiring and Molex. Type connectors under label procedure. Furnished by section 087100 – Door Hardware.

2.7 VISION PANEL FRAMES

- A. General: Provide where shown; square profile moldings, unless otherwise shown.
- B. Standard Doors:
1. General: Solid stock hardwood; flush type, unless otherwise shown.
 2. Transparent Finish: Same grade and species to match face.
- C. Glazing Materials: Provided under Section 088000 – Glazing.

2.8 GLASS AND GLAZING

- A. Vision Glass: Rated and Non-rated vision glass specified in Section 088000 – Glazing.

2.9 SIZES AND CLEARANCES

- A. Sizes: As shown; coordinate with installation to determine actual door sizes and clearances.
 - 1. Door Thickness: 1-3/4-inch, unless otherwise shown.
- B. Clearances: Maximum 1/8-inch clearance at jambs, heads, and meeting stiles; maximum 1/4-inch clearance over thresholds, and maximum 3/8-inch clearance in openings without thresholds; unless otherwise shown. Bevel vertical edges 1/8-inch per 2 inches.

2.10 PRE-FITTING AND PREMACHINING

- A. General: Pre-fit and pre-machine.
- B. Pre-fitting: Pre-fit at factory per specified clearances. Provide stile edges with standard bevel or radius as required by hardware.
- C. Pre-machining: Coordinate with Section 087100 – Door Hardware, and DIVISION 26 - Electrical Security Requirements, including:
 - 1. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W Series standards, and hardware templates.
 - 2. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before factory machining.

2.11 PRESEALING FOR PAINTED FINISHES

- A. Opaque Finished Doors:
 - 1. General: Manufacturer's standard clear sealer or pigmented alkyd base primer sealer; verify compatibility with Section 099123 – Interior Painting.
 - 2. Sealer or Primer Sealer: One coat; apply to top and bottom rails and hardware cutouts.
 - 3. Opaque Finish: Shop or Field Paint as shown on Drawings and as specified in Section 099123 – Interior Painting.

PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Do not install doors until cementitious work in areas shown to receive wood doors is completed and dry.
- B. Environmental Requirements: Condition doors to normal occupancy conditions prior to hanging. Do not subject doors to abnormal heat, dryness, or humidity.

- D. Examine doors and substrates, with Installer present, for suitable conditions where wood doors will be installed.
 - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.
 - 2. Reject doors with defects.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Cut, trim, and hang doors to fit into frames with specified clearances. Recoat top and bottom edges prior to hanging, if affected by fitting; use same type paint as applied at factory.
- B. Prefinished Doors: Cutting, trimming, fitting, and machining not permitted.
- C. Operation: Rehang or replace doors that do not swing or operate freely.
- E. Finished Doors: Replace doors that are damaged or do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION

SECTION 08 31 13 – ACCESS PANELS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: Provide and install access panels, complete, as shown on Drawings as specified, and if not shown on Drawings, as required to access mechanical, electrical, plumbing and other equipment in conformance with governing codes and workplace safety guidelines.

- 1. Ceiling-mounted access panels.

- B. Work Specified Elsewhere:

- 1. Section 092216 – Non-Structural Metal framing
 - 2. Section 092900 - Gypsum Board.
 - 4. Section 099123 – Interior Painting.

1.2 SUBMITTALS

- A. Conform to the requirements of Section 013300 – Submittal Requirements.
- B. Product Data: Submit manufacturer's specifications, catalog cuts, and installation instructions. Submit approved test data or State Fire Marshal listing for fire-rated assemblies.
- C. Shop Drawings: Show attachment to partition, soffit, and ceiling framing at each typical condition.

1.3 PRODUCT HANDLING

- A. Delivery and Storage: Deliver and store panels in manufacturer's standard protective packaging.
- B. Protection: Do not remove protective packaging until time of installation.

PART 2 - PRODUCTS**2.1 ACCESS PANELS FOR CEILINGS**

- A. Glass Fiber Reinforced Gypsum (GFRG) Types:
 - 1. Manufacturer: Stealth Panels by Wind-lock
 - 2. Non-Rated Gypsum Board Ceilings: Lay-in GFRG panels with rounded corners and matching GFRG frames with tapered edges.

Panels to be gasketed to prevent migration of dust particles from structure above. Provide smooth finish on panel and frame faces.

3. Sizes: 24 inches by 24 inches clear opening size, unless otherwise shown. (See manufacturer's recommendation for rough opening sizes).
4. Hardware: Manufacturer's standard.

B. Metal Types:

1. Manufacturers: Karp Associates, Inc., Larsen's Manufacturing Co., Milcor, Nystrom, Inc., JL Industries, or equal. Karp specified as standard.
2. Non-Rated Gypsum Board Partitions: Karp Type KDW, flush panel type with frame flanges for joint compound concealment, 16-gauge steel frames and 14-gauge steel doors.
3. Fire-Rated Gypsum Board Partitions: Karp Type KRP-250FR, 16-gauge steel doors and frames. Provide UL label.
4. Exterior Cement Plaster Soffits: Karp Type DSC-210 PL; frame of 13-gauge and door of 16-gauge galvanized steel finished with baked enamel, recessed, and lined with galvanized self-furring steel lath. Provide concealed pivoting rod hinge and key-operated stainless steel lock.

2.2 MISCELLANEOUS MATERIALS

- A. General: Provide fastening devices, masonry anchors, casing beads, and other items as required to secure door and frame in place.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine construction to receive access panels and verify correctness of dimensions and other supporting or adjoining conditions. Do not install panels until unsatisfactory conditions have been corrected. Verify that locations serve portion of work to which access is required.

3.2 INSTALLATION

- A. General: Install, per manufacturer's recommendations, securely to framing in locations required to give access to plumbing, mechanical, electrical, or similar devices concealed in walls or ceilings.
- B. GFRG Access Panels: Conceal joint between GFRG frame and gypsum

board with tape and joint compound as specified under Section 092900.

- C. Coordination: Coordinate with other trades to verify correct sizes and locations of access panels.

3.3 ADJUSTMENT

- A. General: Following installation, adjust access panels for smooth operation.

3.4 CLEANING

- A. General: Thoroughly clean surface of grease, oil, or other impurities, touch up abraded prime coats and otherwise prepare for finish painting.

END OF SECTION

SECTION 08 33 00 – Rolling Aluminum Counter Doors

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Electric operated roll-up Aluminum doors (Anti-ligature application).
- B. Related Sections:
 - 1. 055000 - Metal Fabrications. Door opening jamb and head members.
 - 2. 061000 - Rough Carpentry. Door opening jamb and head members.
 - 3. 083100 - Access Doors and Panels. Access doors.
 - 4. 087000 - Hardware. Padlocks. Master keyed cylinder.
 - 5. 099100 - Painting. Field painting.
 - 6. Division 26. Electrical wiring and conduit, fuses, disconnect switches, connection of operator to power supply, and installation of control station and wiring.
- C. Products That May Be Supplied, But Are Not Installed Under This Section:
 - 1. Control Station

1.2 SUBMITTALS

- A. Reference Section 013300 Submittal Procedures; submit the following items:
 - 1. Product Data.
 - 2. Shop Drawings: Include special conditions not detailed in Product Data. Show interface with adjacent work.
 - 3. Quality Assurance/Control Submittals:
 - a. Provide proof of manufacturer ISO 9001:2008 registration.
 - b. Provide proof of manufacturer and installer qualifications - see 1.3 below.
 - c. Provide manufacturer's installation instructions.
 - 4. Closeout Submittals:
 - a. Operation and Maintenance Manual.

- b. Certificate stating that installed materials comply with this specification.

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer Qualifications: ISO 9001:2008 registered and a minimum of five years experience in producing roll up doors of the type specified.
2. Installer Qualifications: Manufacturer's approval.

1.4 DELIVERY STORAGE AND HANDLING

- A. Reference Section 016600 Product Storage and Handling Requirements.
- B. Follow manufacturer's instructions.

1.5 WARRANTY

- A. Standard Warranty: Two years from date of shipment against defects in material and workmanship.
- B. Maintenance: Submit for owner's consideration and acceptance of a maintenance service agreement for installed products.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer:
Cornell Iron Works, Inc., or Overhead Door Corp. Cornell Iron Works is the Basis of Design.
- B. Distributor:

ALDER SALES CORPORATION

6676 SOUTH 400 WEST

MURRAY

UT

84107

Phone #: 801.262.9700

Fax #: 801.261.8242

Email Address: MLALDER@ALDERS.COM

PIONEER OVHD DOOR SALES, LLC

3348 SOUTH 1575 WEST STE #1

OGDEN

UT

84401

Phone #: 801.627.3667

Fax #: 801.627.2557

Email Address: PIONEEROVERHEAD@DIGIS.NET

WESTERN INDUSTRIAL DOOR COMPANY

7031 COMMERCE PARK DRIVE

MIDVALE

UT

84047

Phone #: 801.566.3305

Fax #: 801.566.3550

Email Address: PJOHNSON@WESTERNDOORINC.COM

B. Model: ESC10- Full height

2.2 MATERIALS**A. Curtain:**

1. Slats: No. 1F, interlocked flat-faced slats, 1-1/2 inches (38 mm) high by 1/2 inch (13 mm) deep, 0.040 inch aluminum with extruded tubular aluminum bottom bar with continuous lift handle and vinyl astragal.
2. Fabricate interlocking slat sections with high strength molded nylon endlocks riveted to ends of alternate slats.
3. Slat Finish:
 - a. Aluminum: Powder coated. Color to match adjacent existing.
4. Bottom Bar Finish:
 - a. Aluminum Bar: Powder coated. Color to match adjacent existing.

B. Guides:

1. Aluminum: Heavy duty extruded aluminum sections with snap-on cover to conceal fasteners. Provide polypropylene pile runners on both sides of curtain to eliminate metal to metal contact between guides and curtain.
2. Finish:
 - a. Aluminum Guide: Powder coated. Color to match adjacent existing.

C. Counterbalance Shaft Assembly:

1. Barrel: Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot (2.5 mm per meter) of width.
2. Spring Balance: Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of door to ensure that maximum effort to operate will not exceed 25 lbs (110 N). Provide wheel for applying

and adjusting spring torque.

- D. Brackets: Fabricate from reinforced steel plate with bearings at rotating support points to support counterbalance shaft assembly and form end closures.

- 1. Finish:

- a. Phosphate treatment followed by a [light gray] [tan] baked-on polyester powder coat; minimum 2.5 mils (0.065 mm) cured film thickness.

- E. Hood: 0.040 inch (1.016 mm) aluminum with reinforced top and bottom edges. Provide minimum 1/4 inch (6.35 mm) steel intermediate support brackets as required to prevent excessive sag.

- 1. Finish:

- a. Aluminum: Powder coated. Color to match adjacent existing.

2.3 ACCESSORIES

2.4 OPERATION

- A. Supply Cornell Model MG Electric Motor Operator, industrial duty - rated for a maximum of 20 cycles per hour, cULus listed, Totally Enclosed Non Ventilated gear head operator(s) rated (1/3) (1/2) or (3/4) hp as recommended by door manufacture for size and type of door, 120 Volts, 1 Phase. Provide complete with electric motor and factory pre-wired motor control terminals, maintenance free solenoid actuated brake, [emergency manual chain hoist] [provisions for auxiliary push-up operation] and control station(s). Motor shall be high starting torque, industrial type, protected against overload with an auto-reset thermal sensing device. Primary speed reduction shall be heavy-duty, lubricated gears with mechanical braking to hold the door in any position. Operator shall be equipped with [an emergency manual chain hoist assembly that safely cuts operator power when engaged. A disconnect chain shall not be required to engage or release the manual chain hoist.] [a disconnect cable for auxiliary push-up operation.] Operator drive and door driven sprockets shall be provided with #50 roller chain. [Provide an integral Motor Mounted Interlock system to prevent damage to door and operator when mechanical door locking devices are provided.] Operator shall be capable of driving the door at a speed of 6 to 9 inches per second (15 to 23 cm/sec). Fully adjustable, driven linear screw type cam limit switch mechanism shall synchronize the operator with the door. The electrical contractor shall mount the control station(s) and supply the appropriate disconnect switch, all conduit and wiring per the overhead door wiring instructions.

- 1. Control Station: Flush mounted, "Open/Close" **key switch** with "Stop" push button; NEMA 1B. Location of key switch per architect. (See electrical drawings). Locate switch outside the door for Anti-ligature application.

- B. Provide operator to function with constant pressure close operation to meet UL325-2010 listing standard requirements

- C. Tube Motor Operation: Provide the following device to enable momentary contact close operation.
 - 1. Provide a 2-wire electric sensing/weather edge seal extending full width of door bottom bar. Contact before door fully closes shall cause door to immediately stop downward travel and reverse direction to the fully opened position. Provide a [retracting safety cord and reel] [self-coiling cable] connection to control circuit.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings.
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates.
- C. Commencement of work by installer is acceptance of substrate.

3.2 INSTALLATION

- A. General: Install door and operating equipment with necessary hardware, anchors, inserts, hangers and supports.
- B. In-wall aluminum post (Approximate size 3 inches x 3 inches x 1/4 inch thick) to support door to be provided and installed by door manufacturer.
- C. Follow manufacturer's installation instructions.

3.3 ADJUSTING

- A. Following completion of installation, including related work by others, lubricate, test, and adjust doors for ease of operation, free from warp, twist, or distortion.

3.4 CLEANING

- A. Clean surfaces soiled by work as recommended by manufacturer.
- B. Remove surplus materials and debris from the site.

3.5 DEMONSTRATION

- A. Demonstrate proper operation to Owner's Representative.
- B. Instruct Owner's Representative in maintenance procedures.

END OF SECTION

SECTION 08 80 00 - GLAZING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section. Refer to specifications section 084243 and construction documents for requirements of switchable privacy glass at ICU room doors, nurse charting windows & exterior insulated glazing:
 - 1. Exterior & interior windows.
 - 2. Doors.
 - 3. Glazed entrances.

1.3 DEFINITIONS

- A. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- C. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.
- D. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size

openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
 - a. Specified Design Wind Loads: As indicated.
 - b. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
 - c. Specified Design Snow Loads: As indicated, but not less than snow loads applicable to Project as required by ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 7.0, "Snow Loads."

- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.5 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: For the following products, in the form of 12-inch-square Samples for glass and of 12-inch-long Samples for sealants. Install sealant Samples between two strips of material representative in color of the adjoining framing system.
 1. Each color of tinted float glass.
 2. Ceramic-coated spandrel glass.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers

and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F.

1.9 WARRANTY

- A. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 1. Product: Subject to compliance with requirements, provide product specified.

2.2 GLASS PRODUCTS

- A. Float Glass: ASTM C 1036, Type I (transparent flat glass), Quality-Q3; of class indicated.
- B. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; of class, kind, and condition indicated.
 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.
 2. Provide Kind HS (heat-strengthened) float glass in place of annealed float glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.
 3. Provide Kind FT (fully tempered) float glass in place of annealed or Kind HS (heat-strengthened) float glass where safety glass is indicated.
- C. Ceramic-Coated Spandrel Glass: ASTM C 1048, Condition B (spandrel glass, one surface ceramic coated), Type I (transparent flat glass), Quality-Q3, and complying with other requirements specified.
- D. Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article and in Part 2 "Insulating-Glass Units" Article.
 1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.
 2. Provide Kind FT (fully tempered) glass lites where safety glass is indicated.

3. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated for insulating-glass units are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.
4. Sealing System: Dual seal, with primary and secondary sealants as follows:
 - a. Manufacturer's standard sealants.
5. Spacer Specifications: Manufacturer's standard spacer material and construction.

2.3 GLAZING GASKETS

- A. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

2.4 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
 1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 1. Single-Component Neutral- and Basic-Curing Silicone Glazing:
 - a. Available Products:
 - 1) GE Silicones; SilPruf SCS2000.
 - 2) Polymeric Systems Inc.; PSI-641.
 - 3) Sonneborn, Div. of ChemRex, Inc.; Omniseal.
 - 4) Tremco; Spectrem 3.
 - b. Type and Grade: S (single component) and NS (nonsag).
 - c. Class: 50.
 - d. Use Related to Exposure: NT (nontraffic).

2.5 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.

2.6 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.7 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with outdoor and indoor faces.
- C. Grind smooth and polish exposed glass edges and corners.

2.8 MONOLITHIC FLOAT-GLASS UNITS

- A. Uncoated Clear Float-Glass Units: Class 1 (clear) Kind HS (heat-strengthened) float glass, Kind FT (fully tempered) float glass.
 - 1. Thickness: 6.0 mm.
- B. Uncoated Tinted Float-Glass Units: Class 2 (tinted), Kind HS (heat-strengthened), Kind FT (fully tempered) float glass.
 - 1. Basis-of-Design Product: PPG Industries, Inc.
 - 2. Thickness: 6.0 mm.
 - 3. Tint Color: "Solar Gray". Field Verify adjacent existing.
 - 4. Visible Light Transmittance: 67 percent minimum.
 - 5. Solar Heat Gain Coefficient: 0.50 maximum.
 - 6. Outdoor Visible Reflectance: 7 percent maximum.

2.9 MONOLITHIC CERAMIC-COATED SPANDREL-GLASS UNITS

- A. Ceramic-Coated Spandrel-Glass Units:
 - 1. Basis-of-Design Product: PPG Industries, Inc. or a comparable product by one of the following:
 - 2. Class 1 (clear) float glass.

3. Kind HS (heat strengthened), FT (fully tempered).
 4. Thickness: 6.0 mm.
 5. Ceramic Coating Color: As selected by Architect to match glass color.
 6. Coating Location: Second surface.
- B. Tinted Insulating-Glass Units:
1. Basis-of-Design Product: PPG Industries, Inc.
 2. See specifications section 084243 for switchable privacy glass required at the exterior insulated glass.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing glazing, with Installer present, for compliance with the following:
1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 2. Presence and functioning of weep system.
 3. Minimum required face or edge clearances.
 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

- G. Provide spacers for glass lites where length plus width is larger than 50 inches as follows:
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Do not remove release paper from tape until just before each glazing unit is installed.

3.5 GASKET GLAZING (DRY)

- A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Install gaskets so they protrude past face of glazing stops.

3.6 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.

- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION 088000

SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
 - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

1.3 SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653/A 653M, G40 (Z120) hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners.

1. Steel Studs and Runners (or Dimpled Steel Studs and Runners):
 - a. Minimum Base-Metal Thickness: As indicated on Drawings.
 - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- (51-mm-) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
 2. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 1. Minimum Base-Metal Thickness: As indicated on Drawings.
- E. Cold-Rolled Channel Bridging: Steel, 0.053-inch (1.34-mm) minimum base-metal thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
 1. Depth: 1-1/2 inches (38 mm).
 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel.
- F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
 2. Depth: 7/8 inch (22.2 mm).
- G. Resilient Furring Channels: 1/2-inch- (13-mm-) deep, steel sheet members designed to reduce sound transmission.
 1. Configuration: hat shaped.
- H. Cold-Rolled Furring Channels: 0.053-inch (1.34-mm) uncoated-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
 1. Depth: 3/4 inch (19 mm).
 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch (0.8 mm).
 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.

2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
- B. Hanger Attachments to Concrete:
 1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.

- a. Type: Post-installed, expansion anchor.
2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
- D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch (1.34 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
 1. Depth: 1-1/2 inches (38 mm).
- E. Furring Channels (Furring Members):
 1. Cold-Rolled Channels: 0.053-inch (1.34-mm) uncoated-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges, 3/4 inch (19 mm) deep.
 2. Steel Studs and Runners: ASTM C 645.
 - a. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm), unless noted otherwise.
 - b. Depth: 1-5/8 inches (41 mm) unless noted otherwise.
 3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch (22 mm) deep.
 - a. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
 4. Resilient Furring Channels: 1/2-inch- (13-mm-) deep members designed to reduce sound transmission.
 - a. Configuration: hat shaped.
- F. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Armstrong World Industries, Inc.; Drywall Grid Systems.
 - b. Chicago Metallic Corporation; Drywall Grid System.
 - c. USG Corporation; Drywall Suspension System.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
 - 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
 - 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
 - 4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
 2. Multilayer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
 3. Tile Backing Panels: 16 inches (406 mm) o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
 6. Curved Partitions:
 - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
 - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches (150 mm) o.c.
- E. Direct Furring:
1. Screw to wood framing.
 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.

3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Hangers: 48 inches (1219 mm) o.c.
 - 2. Carrying Channels (Main Runners): 48 inches (1219 mm) o.c.
 - 3. Furring Channels (Furring Members): 16 inches (406 mm) o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of unistrut or equivalent devices.
 - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - 5. Do not attach hangers to steel roof deck.
 - 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 - 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 - 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- F. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

- G. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION

SECTION 09 22 20 – ACOUSTICAL INSULATION**PART 1 - GENERAL****1.1 SUMMARY**

- A. Provide materials, fabrications and installation of acoustical insulation and associated accessories.

1.2 SUBMITTALS

- A. Comply with requirements of Section 013300 – Submittal Procedures.
- B. Manufacturer's product data and literature describing each type of insulation.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Insulation shall be certified by the manufacturer to comply with California standards for insulating materials.
 - 2. Insulating materials shall be installed in compliance with Flame Spread Rating and Smoke Density requirements of IBC.
- B. Fire Performance Characteristics: Provide insulation materials whose fire performance characteristics have been determined per the ASTM test method indicated below. Identify products with appropriate markings of applicable testing and inspecting organization.
 - 1. Surface Burning Characteristic: ASTM E84
 - 2. Fire Resistance Ratings: ASTM E119
 - 3. Combustion Characteristics: ASTM E136
- C. Single Source Responsibility for Insulation Products: Obtain each type of building insulation from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of Section 016000 – Product Requirements.
- B. Deliver and store packaged materials in original containers bearing identification of manufacturer's name, thermal resistance rating, and fiber materials. Maintain seals unbroken and labels intact until time of use.
- C. Keep materials dry by storing off ground under watertight covers.

1.6 PROJECT CONDITIONS

- A. Comply with requirements of Section 013100 – Project Management and Coordination.
- B. Do not install insulation until construction has progressed to a point that inclement weather will not damage or wet insulation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Acoustical Insulation: Unfaced, friction-fit, flexible sound attenuation batt of fiberglass.
 - 1. Provide thermal resistance rating of R-13 in 3-5/8" metal stud walls and R-19 in 6" metal stud walls, unless otherwise noted.
 - 2. Comply with requirements of ASTM C 665-84, Type I.
 - 3. Manufacturers: Owens-Corning Fiberglass Corp. "Unfaced Fiberglass Insulation," Schuller- "Unfaced Fiberglass Insulation" or Certainteed Products Corp. "Rigid Fit Unfaced Fiberglass Insulation."

2.2 ACCESSORIES

- A. Electrical Box Acoustical Sealer: Resilient sealer pads; "Electrical Box Pads" manufactured by 3M, or approved equivalent.
- B. Insulation Support: String wire, staples, nails as required.
- C. Stick Fasteners: Rust-resistant metal fasteners and washers adhesively applied to substrate. Stic-Klip Mfg. Co. "Type A or N" with Speed Washers or Miracle Adhesives Corp. "Stuk-Ups, Prong or Spindle and Washer".
- D. Adhesive for Stick Fasteners: Type as recommended by fastener manufacturer.
- E. Sealing Tape: Type as recommended by the thermal insulation manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive insulation for conditions that will adversely affect installation and performance.
- B. Do not start work until defects have been corrected.
- C. Coordination: Ensure that all work that will be concealed by the work of this Section, such as electrical and plumbing work, that require inspection, have received all required inspections and been accepted by the inspecting authority.

3.2 INSTALLATION OF INSULATION

A. General Requirements:

1. Comply with insulation manufacturer's instructions applicable to products and application indicated. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with installation of insulation.
2. Install insulation to fit snugly between framing members and around pipes, conduits, and outlet boxes as necessary to maintain integrity of insulation.
3. Provide means to prevent displacement where required.

B. Acoustical Insulation:

1. Fill spaces between studs with acoustical insulation.
2. Cover rear surface of all recessed mechanical and electrical outlet boxes with outlet box acoustical isolation pad.

3.3 DEFECTIVE WORK

- A. Remove any wet insulation or material deemed defective by the Architect, and replace with new material.
- B. Restore other work to original condition which was damaged by repair or replacement of defective insulation work.
- C. Remove damaged materials from project.

3.4 PROTECTION

- A. General: Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes.
- B. Provide temporary coverings or enclosures where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 09 29 00 – GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide and Install gypsum board panels and cementitious panels, complete as shown, including finishing materials and accessories.
 - 1. Interior gypsum board walls, ceilings and soffits:
 - a. Fire/smoke-rated assemblies.
 - b. Acoustic assemblies.
 - c. Water-resistant assemblies.
 - d. Impact-resistant gypsum board wall assemblies.
 - e. General wall assemblies, including multi-layer assemblies to facilitate reveals and other decorative features.
 - f. Cementitious backer board for interior tile assemblies.
 - 2. Interior finishing materials and accessories:
 - a. Tapes, joint treatments, and coating materials to prepare wall surfaces for painting by others.
 - b. Corner beads, reveals, and other trims.
 - c. Neoprene tapes for sealing to work by others.
 - d. Fasteners, adhesives and sealants.
 - e. Special trim and accessories.
 - 3. Projectile Resistant Backing: ballistic-proof fiberglass backing for Pharmacy wall assemblies and where shown on Drawings.
- B. Work Specified Elsewhere:
 - 1. Section 092216 – Non-Structural Metal Framing.
 - 2. Section 099123 – Interior Painting.

1.2 SUBMITTALS

- A. Comply with requirements of Section 013300 – Submittal Procedures.
- B. Provide manufacturers' data describing products and installations.

1.3 QUALITY ASSURANCE

- A. Comply with the latest edition of the following standards:
 - 1. American Society for Testing and Materials ASTM C 840, Standard Specification for Application and Finishing of Gypsum Board.
 - 2. Gypsum Association (GA) File Numbers in GA-600 Fire Resistance Design Manual.
- B. Fire rated gypsum board systems shall satisfy minimum fire ratings as noted and shall conform to methods approved by applicable Building Code.

C. Tolerances of Installed Trims and Accessories:

1. Horizontal Variation from Level: 1/8-inch in 12 feet.
2. Vertical Variation from Plumb: 1/8-inch in 8 feet.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with requirements of Section 016000 – Product Requirements.
- B. Deliver materials to the project site with manufacturers' labels intact and legible.
- C. Keep materials dry by storing inside building and fully protect from weather.
- D. Stack gypsum board neatly and flat, with care to avoid damage to edges, ends and surfaces.

1.6 PROJECT CONDITIONS

- A. Environmental Requirements: Establish and maintain application and finishing environment in accordance with ASTM C 840.
- B. Provide adequate ventilation to eliminate excessive moisture within building during this work.

PART 2 - PRODUCTS

2.1 MATERIALS - INTERIOR APPLICATIONS

- A. Interior Gypsum Board: Use 5/8-inch-thick, Type 'X' gypsum board throughout, unless otherwise noted.
 1. Typical Finish Board, use throughout unless otherwise noted. ASTM C 36, Type X; tapered, or beveled taper edge, 48 inches wide by maximum length to minimize number of joints.
 2. Water-Resistant Gypsum Backing Board: Provide USG's Fiberock Brand "Aqua-Tough"; Georgia-Pacific (GP) "DensShield Tile Guard"; or equal; Glass-Mat, Water-Resistant Backing Board through core gypsum board panels per ASTM C 1178, Type FRX-G; tapered, or beveled taper edge, 48 inches wide by maximum length to minimize number of joints.
 - a. Locations: Use at high humidity/moisture locations, including Kitchen and Served areas.
 3. High Abuse, Impact Resistant Board: Provide National Gypsum Hi-Abuse Kal-Kore, USG's Fiberock Brand "Aqua-Tough"; or equal. 5/8-inch-thick, ASTM C 1278, Type X; fiber reinforced gypsum panels; tapered, or beveled taper edge, 48 inches wide by maximum length to minimize number of joints.
 - a. Gypsum core wall panel with additives to enhance surface indentation resistance, and impact resistance of the core and surface with abrasion-resistant paper on front and long edges with heavy liner paper bonded to the back side and

- conforming to ASTM C36.
 - b. Impact Resistance: No failure after 100 impacts when tested in accordance with ASTM E695, modified.
 - c. Indentation Resistance: Not less than the following loads to produce the indicated depth of the surface indentation when tested in accordance with ASTM D1037, modified:
 - 1) 0.100-inch at 260 pounds.
 - 2) 0.200-inch at 524 pounds.
 - d. Locations: Cashier and Credit Union.
 - 4. 1/4-inch Flexible Type: Provide board manufactured to bend to fit tighter radii than specified regular-type gypsum board.
 - a. Provide only at non-rated curved layouts that exceed maximum allowable bending radii of specified standard thickness gypsum board.
 - b. Thickness: 1/4 inch. Provide minimum 2 layer application with staggered joints.
 - c. Long Edges: Tapered.
 - 5. Early-install/Concealed locations (Contractor Option): Provide Georgia Pacific DensGlass Ultra Shaft and DensAmor Plus in conformance with ASTM D 3273; products inherently mold and mildew resistant for use in shaft walls, concealed locations above finished ceilings, internal layers of multi-layer assemblies and other locations approved by Architect to allow installation before the building enclosure is 100-percent complete.
 - a. Use at Shaft-side of shaft assemblies and any location where early install is required prior to closing in of the building.
- B. Cementitious Backer Board: Per ANSI A108.1; Provide Custom Building Product's "Wonderboard"; USG's "Durock Cement Board"; or equal. Panels of high-density portland cement surface coating on both faces of lightweight portland cement and expanded ceramic aggregate core, nominal 5/8-inch-thick and 3.2 to 3.8 pounds per square foot.
- 1. General: Provide as shown on Drawings for tile assemblies specified in Section 093000 – Tile. (Typical at all restrooms) At fire-rated wall assemblies and inside faces of exterior walls, apply over gypsum board base layer as shown on Drawings
- C. Interior Joint Finishing Materials:
- 1. General: Comply with ASTM C 475/C 475M.
 - 2. Joint Tape:
 - a. Interior Gypsum Wallboard: Paper.
 - b. Tile Backing Panels: As recommended by panel manufacturer.
 - 3. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - a. Prefilling: At open joints, beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - b. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping or drying-type, all-purpose compound as recommended by the manufacturer to obtain best results from actual project conditions.

- 1) Use setting-type compound for installing paper-faced metal trim accessories.
 - c. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - d. Finish Coat: For third coat, use drying-type, all-purpose compound.
 - e. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.
 4. Joint Compound for Tile Backing Panels:
 - a. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.
 - b. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
 - c. Cementitious Backer Units: As recommended by backer unit manufacturer.
- E. Fasteners:
1. Screws: ASTM C 954 or ASTM C 1002 self-drilling and self-tapping steel screws with double-lead thread design as approved by system manufacturer for standard and heavier gauge load bearing steel framing.
 2. Nails: ASTM C 514, annular ring type as approved by system manufacturer.
 3. Staples: Galvanized, as recommended to approved accessory manufacturer.
- F. Metal Backing: Refer to Section 092216 – Non-Structural Metal Framing.
- G. Metal Accessories: ASTM C 1047 Electro-galvanized steel corner beads and trim (casing beads) formed for application of joint cement and manufactured specifically for gypsum board construction, minimum base steel 0.014 inch thick.
- H. Special Trims and Accessories:
1. General: Provide extruded aluminum trims and accessories in conforming to profiles and shapes as shown on Drawings and as specified.
 - a. Provide double-layer gypsum board assemblies at locations shown on Drawings to receive recessed reveal trims.
 - b. Material: Extruded aluminum alloy 6063 T5.
 - c. Manufacturer: Provide products manufactured by Gordon, Fry Reglet Company, Flannery Company, or equal.
 - d. Accessories: For each trim profile noted below, provide factory fabricated where required by layouts shown on Drawings, including:
 - 1) Mitered assemblies for "T-intersections" and "X-intersections".
 - 2) Finished end caps.
 2. Partition "End Cap" Trims: Provide for providing finished ends to gypsum board walls including chemical conversion coating. Typical where gypsum board walls butt mullions of window or window wall assemblies,

- allowing attachment of partition cap to mullion prior to construction of gypsum board wall.
- a. Overall Width: Provide width matched to partition assembly, including:
 - 1) 4-inch stud walls with 5/8-inch gypsum board each side.
 - 2) 6-inch stud walls with 5/8-inch gypsum board each side.
 - b. Tape/screw Flanges: Nominal 7/8-inch.
 - c. Manufacturer: Provide "910 Series" Final Forms by Gordon or equivalent products manufactured by Fry Reglet Company, Flannery Company, or equal.
3. Reveal "Top Track" Trim: Provide for top of wall or partial height partition top cap termination where shown on Drawings.
- a. Reveal Depth: Nominal 5/8-inch for use with 5/8-inch gypsum board panels.
 - b. Reveal Width: As shown on Drawings.
 - c. Overall Width: Provide width matched to partition assembly, including:
 - 1) 4-inch stud walls with 5/8-inch gypsum board each side.
 - 2) 6-inch stud walls with 5/8-inch gypsum board each side.
 - d. Tape/screw Flanges: Nominal 7/8-inch.
 - e. Manufacturer: Provide "922 Series" Final Forms by Gordon or equivalent products manufactured by Fry Reglet Company, Flannery Company, or equal.
4. Reveal "Field" Trims: Provide for creating square-edged vertical and horizontal reveal lines in gypsum board wall assemblies where shown on Drawings.
- a. Depth: Nominal 5/8-inch for use with 5/8-inch gypsum board panels.
 - b. Reveal Width: As shown on Drawings.
 - c. Tape/screw Flanges: Nominal 7/8-inch.
 - d. Manufacturer: Provide "500 Series" double-sided Final Forms reveals by Gordon or equivalent products manufactured by Fry Reglet Company, Flannery Company, or equal.
5. Reveal "Edge" Trim: Provide for finished vertical and horizontal reveal edges at top and sides of gypsum board panels where shown on Drawings.
- a. Reveal Depth: Nominal 5/8-inch for use with 5/8-inch gypsum board panels.
 - b. Reveal Width: As shown on Drawings.
 - c. Tape/screw Flanges: Nominal 7/8-inch.
 - d. Manufacturer: Provide "200 Series" Final Forms by Gordon or equivalent products manufactured by Fry Reglet Company, Flannery Company, or equal.
6. Reveal "Base" Trim: Provide for recessed base at bottom of gypsum board panels at floor where shown on Drawings.
- a. Reveal Depth: Nominal 5/8-inch for use with 5/8-inch gypsum board panels.
 - b. Reveal Width: 4-inches.
 - c. Tape/screw Flanges: Nominal 7/8-inch.
 - d. Manufacturer: Provide "800 Series" Final Forms by Gordon or equivalent products manufactured by Fry Reglet Company, Flannery Company, or equal.
7. Special Fabrications: Provide factory fabricated mitered assemblies for "T-intersections" and "X-intersections" where shown on Drawings.

- 8. Finish: Special trims to be primed and painted to match adjacent wall surfaces as specified in Section 099123 – Interior Painting.
- I. Adhesive for Laminating Board: As recommended by approved board manufacturer.
- J. Acoustical Sealant: As specified in Section 079200 – Joint Sealants.
- K. Electrical Box Sealer:
 - 1. Non-rated Locations: As specified in Section 079200 – Joint Sealants.
 - 2. Fire-rated Locations: As specified in Section 078413 – Penetration Firestopping.
- L. Concealed, Non-Rated Access Panels: As specified in Section 08310 – Access Panels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspect areas and surfaces scheduled to receive gypsum board and verify that:
 - 1. Support systems are in proper alignment, straight and true.
 - 2. Required blocking, bracing and backing members of support systems are installed.
- B. Do not start work until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Coordinate details with other work supporting, adjoining, or fastening to gypsum board.

3.4 INSTALLATION - INTERIOR GYPSUM BOARD

- A. General Requirements:
 - 1. Apply and finish gypsum board in accordance with requirements of ASTM C 840 unless otherwise noted.
 - 2. Cut gypsum board by scoring and breaking or sawing from face side. Smooth all cut edges and ends of gypsum board where necessary, in order to obtain neat jointing.
 - 3. Scribe ceiling board neatly in casing bead where it meets surfaces in other planes.
 - 4. Apply first to the ceiling at right angles to framing members, then to walls. Use boards of maximum practical length so that a minimum number of end joints occur.
 - 5. Apply in either vertical or horizontal direction with ends and edges falling on framing members or other solid backing except where edge

- joints are at right angles to support. Bring ends and edges into contact with adjoining board, but do not force into place.
6. Lay out joints at openings so that no end joint aligns with edges of opening unless control joints will be installed at these points.
 - a. All joints running parallel to framing shall be centered as near as possible on face of framing member.
 - b. Stagger end joints and arrange joints on opposite sides of partition to occur on different studs.
 - c. At external corners, butt and fit board to provide solid edge.
 7. Hold gypsum board nominal 1/4-inch above floor or curb typical.
 8. Where gypsum board is carried full height to structure above, provide for deflection of structure by undercutting board nominal 3/8 inch and seal top edge of board to structure in continuous bead to form elastic closure.
 9. Cut board to fit electrical outlets, pipes, or other items as required.
 - a. Cut gypsum board by scoring on face and back in outline before removal or by cutting with a saw or other suitable tool.
 - b. Smooth all cut out where necessary.
 10. After trim is applied and prior to decoration, correct surface damage and defects.
 11. Provide gypsum backer board gusset at double stud walls where studs are less than 3-5/8 inches thick.
 12. Fastening:
 - a. Attach board from center to edges and ends, pressing firmly against supports. Place fasteners approximately not more than 1 inch nor less than 3/8 inch from edges with heads just below gypsum board surfaces; but do not break paper.
 - b. Walls: Space screws maximum 12 inches on center for ceilings and maximum 16 inches on center for walls in field and along abutting edges.
 - c. Suspended Ceilings: Space screws maximum 12 inches on center in field and along abutting edges.

B. Curved Surfaces:

1. Install panels horizontally (perpendicular to supports) and unbroken, to extent possible, across curved surface plus 12-inch-long straight sections at ends of curves and tangent to them.
2. 1/4-inch Board Application: For double-layer construction, fasten base layer to studs with screws 16 inches o.c. Center gypsum board face layer over joints in base layer, and fasten to studs with screws spaced 12 inches o.c.
 - a. Continue double layer 1/4-inch board application to closest adjacent inside or outside corners. Do not "shim" double board to align with adjacent 5/8 thick gypsum board.
3. Fire-rated Assemblies: Provide in strict conformance with referenced UL-listed assembly. Use on standard thickness type "X" board bent per manufacturer's written instructions.

C. Joint Treatment:

1. Apply tape and cement to joints and corners in strict accordance with directions of gypsum board manufacturer.
2. Pre-fill V-grooves formed by the abutting beveled or rounded wrapped

- edges with joint compound as per manufacturing recommendations.
3. Use tape and cement, allow to dry between coats. Use number of coats required by level of finish specified.
4. Work final coat to smooth level plane surface.
5. Protect external corners with metal corner beads unless otherwise noted.
6. Treat fastening head dimples same as joints; tape may be omitted.
7. Joints and fastening head dimples in backer board need only be treated as required to preserve fire rating.
8. Seal joints shown on Drawings and where gypsum board meets dissimilar material with specified sealant. Tool to neat surface, ready for paint; remove excess material.

D. Fire-Rated Conditions:

1. At penetrations of rated assemblies, preserve continuity of fire rating with firestopping systems as specified in Section 07840 – Firestopping and Smoke Seals.
2. Where adjacent interior spaces have suspended ceilings of different heights, extend separating partition finish on both faces of studs to at least 3 inches above higher ceiling finish.
3. Conform to applicable codes and authorities for requirements of taping and cementing joints and fastener heads.

E. Sound Retardant Partitions:

1. Construct partitions in accordance with Drawings and as herein specified.
2. Hold face layers and base layers 1/4 inch clear from abutting surfaces, floors, walls and overhead structure. Seal with specified sealant and tape. Tape not required at floors.
3. Provide airtight closures at wall penetrations (outlet boxes, pipes, duct work and other items) by neatly cutting gypsum board to clear penetrations. Seal void with specified sealant and apply joint tape to both gypsum board and penetrating object.
4. Seal airtight the backs and sides of electrical junction boxes with resilient sealer pads.

F. Furring over Recessed Light Fixtures: At non-rated lighting fixtures, construct furring from gypsum board as indicated on Drawings.

G. Water-Resistant Board: During board application, coat all cut edges with approved water resistant adhesive as recommended by manufacturer for the application.

H. Enclosure System: Install in strict accordance with requirements of approved manufacturer's system using metal components, gypsum components, and other accessories as required.

I. Cementitious Backer Board:

1. General: Install cementitious backer board in strict conformance with the requirements of the tile assemblies specified in Section 093000 – Tile.
2. Provide support systems so that all edges of cementitious backer

- boards are supported.
- 3. Use only corrosion-resistant fasteners.

3.5 FINISHING INTERIOR GYPSUM BOARD ASSEMBLIES

- A. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per USG "Gypsum Construction Handbook, Centennial Edition".
 - 1. Level 1: for ceiling plenum areas, concealed areas, and where indicated, unless a higher level of finish is required for fire-resistive-rated assemblies and sound-rated assemblies.
 - 2. Level 2: where water-resistant gypsum backing board panels form substrates for tile, and where indicated.
 - 3. Level 3: not used.
 - 4. Level 4: Typical, for all gypsum board surfaces unless otherwise indicated.
 - 5. Level 5: for gypsum board surfaces, at specific locations shown on Drawings or as required for specified finishes, including:
 - a. All curved Gypsum Board Wall assemblies.
 - b. Surfaces scheduled to receive multi-color paint finishes as specified in Section 099123 – Interior Painting when recommended by the finish manufacturer.
 - c. Other locations as shown on Drawings.
- B. 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. Use the following joint compound combination:
 - 1. Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound.
 - 2. Fill (Second) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
 - 3. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
- C. Where Level 5 gypsum board finish is indicated: apply joint compound combination specified for Level 4 plus a thin, uniform skim coat of joint compound over entire surface.
 - 1. Use joint compound specified for the finish (third coat) or a product specially formulated for this purpose and acceptable to gypsum board manufacturer.
 - 2. Produce surfaces free of tool marks and ridges ready for decoration of type indicated.
- D. Where Level 2 gypsum board finish is indicated, apply joint specified for first coat in addition to embedding coat.
- E. Where Level 1 gypsum board finish is indicated, apply joint compound specified for embedding coat.

- F. Finish water-resistant gypsum backing board forming base for mortar-set ceramic tile to comply with ASTM C 840 and board manufacturer's directions for treatment of joints behind tile.
- G. Impact-Resistant Gypsum Board:
 - 1. Construct partitions in accordance with Drawings and as herein specified.
 - 2. General: Install to a height of no less than 4 feet above finish floor at locations shown on Drawings.

3.6 CLEANING AND PROTECTION

- A. Remedy any fastener popping or ridging.
- B. Promptly remove any residual joint compound from adjacent surfaces.
- C. Provide final protection and maintain conditions, in a manner suitable to Installer, that ensures gypsum board assemblies remain without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 096519 – RESILIENT FLOORING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide and install resilient flooring, resilient base and accessories, complete as shown on Drawings and as specified, including:
 - 1. Homogeneous sheet vinyl, heat welded including integral coved base.
 - 4. Edge Strips, Reducer Strips and other floor-edge transitions.
 - 5. cove-shaped furring, and accessories for cove base installations.
Anti-Ligature installation required- do not provide metal cap trim. Secure with continuous tamper proof glue.
 - 6. Hot Weld Strips and cold seam materials.
 - 7. Adhesives and other accessory materials as required to provide complete floor assemblies as specified.
- B. Work Specified Elsewhere:
 - 1. Section 035300 – Concrete Toppings.
 - 2. Section 087100 – Door Hardware.
 - 3. Section 093000 – Tile.

1.2 REFERENCE STANDARDS

- A. Resilient Floor Covering Institute (RFCI).
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM E-1907-98: "Standard Practices for Determining Moisture-Related Acceptability of Concrete Floors to Receive Moisture-Sensitive Finishes".
 - 2. ASTM F-1869-89: "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride".

1.3 SUBMITTALS

- A. Comply with requirements of Section 013300 – Submittal Procedures.
- B. General: Schedule submittals as required to provide a minimum of 60-days from flooring materials order day to start of installation.
- C. Shop Drawings: Provide seaming diagrams for public spaces including corridors.
- D. Samples:
 - 1. Edge, Reducer and Transition Strips: Each specified type and color, 12 inches long.
 - 2. Resilient Tile Flooring: 2 samples, each type and color specified, 12 inches square.
 - 3. Resilient Sheet Flooring: 2 samples, each type and color specified, 12 inches square.
 - 4. Resilient Base: 2 samples each type and color, 12 inches long. None required for black color.
- E. Product Data: Manufacturer's specifications, data, and installation instructions.
- F. Qualifications: Submit Contractor's and Installer's project lists and specified manufacturer certifications, including project names and addresses and contact names and telephone numbers.
- G. Maintenance Manuals: Manufacturer's written maintenance instructions.

1.4 QUALITY ASSURANCE

- A. Qualifications of Installer: Minimum of three project installations of extent comparable to proposed Project.
- B. Regulatory Requirement: Materials shall have the following flammability ratings, according to NFPA 253:
 - 1. Smoke Density: 45 or less.
 - 2. Critical Radiant Flux: Class I - Minimum 0.45 watts per square centimeter. (Class II - Minimum 0.22 watts per square centimeter.)

- C. Slip Resistance: Static coefficient of friction for installed flooring shall be equal to or greater than .06 when measured with a James Machine per ASTM D2047.

1.5 PRODUCT HANDLING

- A. Comply with requirements of Section 016000 – Product Requirements.
- B. Delivery: Deliver materials to Project site in manufacturer's unopened containers clearly marked with manufacturer's name, brand, size, thickness, grade, color, graining, and design.
- C. Storage: Store materials per manufacturer's recommendations and at not less than 70 degrees F for at least 24 hours before installation.

1.6 PROJECT CONDITIONS

- A. Environmental Requirements: Maintain temperature in spaces to receive resilient flooring at 70 degrees F minimum at least 48 hours before, during, after installation; thereafter, maintain a 55 degrees F minimum.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Basis-of-Design: Tile Products as scheduled on the Drawings provide a "Basis-of-Design" for each scheduled Resilient Flooring Product and have been selected and approved for use by the Owner based manufacturer's samples provided to the Architect, and have been fully coordinated with finish materials specified elsewhere.
- B. Resilient Flooring substitution requests will only be considered for acceptance by the Architect when the following conditions are met:
 - 1. Proposed substitution Resilient Flooring meets or exceeds the specified material, construction and performance criteria.
 - 2. Proposed Resilient Flooring substitution visually matches scheduled types for thickness, textures, patterns, color, and reflectance and other surface characteristics as determined by the Architect.
 - 3. Acceptance of a proposed substitution Resilient Flooring by the Architect shall incur no additional cost to the Owner, including costs incurred to re-select adjacent finishes specified elsewhere as required to coordinate and match substituted Resilient Flooring for color, texture or pattern.

2.2 RESILIENT BASE AND ACCESSORIES

- A. Manufacturer: Provide products manufactured by Mannington.
- B. Adhesive for Resilient Bases: Waterproof type recommended in writing or supplied directly by base manufacturer.
- C. Resilient Base Materials: Thermoplastic Rubber, Type TP- Premium Edge wall base. Finish: Smooth Matte Finish. Corners- Factory pre-formed. Thickness- 1/8"; 4-foot minimum length.
 - 1. Provide colors as scheduled on Drawings and specified and as required to match Architect's samples.
 - 2. Provide manufacturer's standard black at casework bases.
- D. Resilient Base Types:
 - 1. Rubber Wall Base by Roppe.
 - a. Color: As scheduled on Drawings. Field verify to match adjacent existing.
 - b. Height: 4-inches.
 - c. Seal rubber base to resilient flooring with continuous clear silicon sealant.
- E. Locations: Provide resilient base at locations shown or scheduled on Drawings, including:
 - 1. Exposed, Sealed and Painted Concrete floors.
 - 2. Floors finished with materials specified in this Section.
 - 3. Plywood.

2.3 VINYL COMPOSITION TILE

- A. General: Provide Vinyl Composition Tile in conformance with ASTM F-1066, Class 2, for types, compositions, and other characteristics indicated.
 - 1. Manufacturer: Provide by **Mannington** Commercial Flooring.
 - 2. Vinyl Composition Tile Types:

- a. As scheduled on Drawings. Field verify to match adjacent existing.
- B. Performance Requirements:
 - 1. ASTM Specification (F-1066) Class 2.
 - 2. Fire Resistance: 450 or less when tested per ASTM-E-662. Greater than 0.45-watts/cm² (Class 1) when tested per ASTM-E-648.
 - 3. Static Load Limit: 125-pounds per square inch or better.
- C. Vinyl Composition Tile Accessories:
 - 1. Adhesive: Provide Solvent-free Adhesives recommended by the Vinyl Composition Tile Manufacturer(s) in writing for use with each type of specified Vinyl Composition Tile and for the conditions at the project area.
 - a. Adhesive Trowel: Use appropriate trowel tooth patterns as recommended by the Adhesive Manufacturer in writing for use with the specified Vinyl Composition Tile types.
 - 2. Sub-Floor Primer and Sealer: Provide sub-floor Sealers or Primers where recommended by the Vinyl Composition Tile Manufacturer(s) in writing where required by the Sub-Floor conditions at the project area at the project area noted during verification of conditions.
 - 3. Vinyl Composition Tile Sealer: Typical at all locations, provide sealer coat for Vinyl Composition Tile floors as recommended by each Vinyl Composition Tile manufacturer in writing for each specified type.
 - 4. Wax for Vinyl Flooring: FS P-W-155, 16 percent concentration; slip-resistant, water emulsion base.
 - a. Finish Sheen: As selected by the Architect.

2.6 MATERIALS FOR COVERED BASE AT RESILIENT FLOORS

- A. General: Provide materials as required to install cove base at locations shown or scheduled on Drawings. Not all specified resilient sheet flooring types may require cove base; some resilient flooring types may be scheduled to receive several base treatments, including cove base.
- B. Materials:
 - 1. Fillet Cove Strips: Provide redwood cove strips as recommended by each specified resilient sheet flooring manufacturer in writing to coordinate with each specified resilient sheet flooring type.
 - 2. Outside Corner for Resilient Sheet Coved Base: Provide the each specified manufacturer's outside pre-molded corner to match each specified resilient sheet flooring type. Provide types and color(s) as scheduled on Drawings and as specified.
 - 3. Cap Strip: Extruded aluminum, clear anodized. Single-source one cap strip type and finish for use through-out entire scope of project. Provide cap strips in the longest length practical to minimize butt joints.

2.7 REDUCER STRIPS, EDGE STRIPS AND TRANSITIONS

- A. Manufacturer: Where Manufacturer's standard products are scheduled on Drawings and specified, provide the specific products indicated or materials complying with the requirements set forth in this Section.
- B. Adhesive for reducer, edge and transition strips: Waterproof type recommended in writing or supplied directly by base manufacturer.
- C. Locations: Provide reducer, edge and transition strips at locations where different floor finishes meet, as required to protect the transition joint and/or provide a gentle transition between floor finishes of differing thicknesses, including:
 - 1. Exposed, Sealed and Painted Concrete floors: to any other floor finish.
 - 2. Section 093000 – Tile: to any floor finish specified in this Section and Section 096813 – Tile Carpeting.
 - 3. Floor finishes specified in this Section:
 - a. All locations between two different floor finish materials specified in this Section.

- b. Between two different floor finish colors of the same material specified in this Section when shown or scheduled on Drawings.
 - c. Between floor finishes specified in this Section and at transitions to carpet specified in Section 096813 – Tile Carpeting.
- D. Manufacturer: Provide reducer, edge and transition strips by Johnsonite, Mercer, or equal.
 - 1. Provide reducer, edge and transition strips at all level differences in flooring. Center on door frame where possible.
 - a. Colors: As selected by the Architect from the manufacturer's full range of standard colors.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine substrates and adjoining construction and conditions under which Work will be installed. Give written notification of deficiencies detrimental to proper or timely installation; do not proceed until corrected.
- B. Slab Moisture Test:
 - 1. General: Test substrates to determine acceptable dryness prior to application of resilient flooring. Use ASTM F-1869-89, "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride", as applicable for the specified flooring as recommended by resilient flooring manufacturer.
 - 2. Slab-Moisture Content Testing: Perform tests at locations not more than 50 feet apart in every direction, but no less than one test per 1000-square feet. Verify the following performance criteria are equaled or exceeded before beginning floor installation:
 - a. Vapor and moisture barrier shall reduce vapor transmissions from concrete slabs-on-grade and above-grade concrete and metal deck assemblies to 3 pounds or less per 1000-square feet in a 24-hour period when tested per ASTM F-1869-89.
 - b. Alkalinity: Maximum pH of 10.

3. Contingency for High Moisture Readings: Report all unacceptable test results to Architect.

C. Air-Moisture Content Testing:

1. General: Determine relative humidity of air in rooms to receive resilient flooring, using wet-bulb and dry-bulb sling psychrometer. Do not install resilient flooring when relative humidity exceeds 45 percent.

D. Adhesion Test:

1. Secure one, three-foot-square piece of each specified type of resilient sheet or 3-foot by 3-foot area of each specified type of tile in each typical area that has passed the specified moisture test, using adhesive(s) as specified and recommended by manufacturer(s).
2. The test pieces shall remain in place for 72 hours.
3. Determine if the adhesive is bonding the material satisfactorily to the surface. Resilient flooring should not be able to be removed without severe deformation, tearing, or destruction of the sample(s).
4. Where there is evidence of unsatisfactory bonding, manufacturer's representative is to be notified in order that they may verify and evaluate the conditions.
5. Notify Architect immediately if, in the opinion of manufacturer's representative, the adhesion test results are unsatisfactory.
6. Remove successful test pieces and adhesive prior to commencing final installation.

3.2 PREPARATION

- A. Surface Preparation: Clean substrate of deleterious materials which impair bonding of resilient flooring. Do Work on smooth, even troweled finish. Remove rough areas and protrusions from concrete by grinding. Fill cracks, rough areas, and other surface defects with an acceptable plastic filler.
- B. Primer/Sealer Coat: Apply primer to concrete surfaces; work well into surfaces; use minimum quantity that will assure complete surface coverage with a non-absorptive base. Allow primer to thoroughly dry before applying adhesive.

1. Prime coat may be omitted if recommended by resilient flooring manufacturer in writing based on review of the project area. Review the requirements for each specified type of resilient flooring for each project area.
2. Do not combine different specified flooring types under one manufacturer's recommendation.

3.3 INSTALLATION

A. Edge Strips:

1. General: Install in continuous lengths at door openings and other exposed edges of resilient flooring, unless otherwise shown. Install edge strips before applying primer.
2. Metal: Anchor strips solidly to substrate with countersunk non-magnetic stainless steel screws; use lead shields for anchoring into concrete; space screws 1-inch from each end and not more than 9-inch centers at intermediate points.
3. Vinyl: Set in and securely bond to substrates with adhesive per manufacturer's recommendations.

B. Prime Coat: Apply primer to concrete surfaces; work well into surfaces; use minimum quantity that will assure complete surface coverage with a non-absorptive base.

- a. Allow primer to thoroughly dry before applying adhesive.
- b. Prime coat may be omitted if recommended by resilient flooring manufacturer.

C. Adhesive: Apply to substrate with properly notched steel trowels; allow adhesive to become tacky before applying resilient flooring.

D. Resilient Flooring: Extend flooring, and fit neatly and tightly, into breaks and recesses, against bases, around pipes and penetrations, around permanent casework, equipment, and under-casework recesses.

E. Sheet Material:

1. General: Lay sheet material with minimum number of joints with bottom surface securely bonded to substrate and top surface left smooth, clean, and free from imperfections.

- a. Make joints straight, tight, and inconspicuous.
 - b. Roll each sheet from center to edges to assure complete bond and tight joints.
2. Joints: Provide Chemically Weld; Adhesive Weld; Heat Weld as scheduled on Drawings and in conformance with sheet flooring manufacturer's written instructions.
3. Coved Bases:
 - a. Install a continuous redwood cove strip at intersection of floor and vertical surfaces prior to laying sheet material.
 - b. Use cove strip with a 3/4-inch radius; make bases 4 inches high, unless otherwise shown; butt ends; miter corner; secure with acceptable type fasteners.
 - c. Apply cove strips and sheet material to solid backing.
 - d. Roll sheet material into adhesive; hold in place until complete adhesion is assured.
 - e. Make top of base level and straight; terminate top edge into a metal trim cap.
 - f. Securely screw trim cap to backing before applying sheet material; use single lengths where possible; make neat mitered corners and butted ends.
 - g. Use standard aluminum alloy or stainless steel trim cap of standard design as selected, unless otherwise shown.
4. Perimeter Bond System: At Contractor's option, a perimeter bond system may be used for installation of sheet vinyl flooring.
 - a. Do work with manufacturer's approved and trained applicators per manufacturer's recommendations and supervision.
 - b. Install sheet vinyl flooring with adhesive spread only at seam lines, projections, and wall lines.
 - c. Cut seams with an electrically operated cutting machine made for purpose.

F. Resilient Bases:

1. General: Where base is scheduled, install around perimeter of room or space, at base of partitions, walls, columns, pilasters, casework, and other permanent fixtures.
 - a. Install top-set coved type bases throughout, except install straight type bases at carpet.
 - b. Secure bases to surfaces with waterproof adhesive; make joints tight; keep top and bottom edges in firm contact with adjacent surfaces.
 - 1) Provide a continuous seal of the resilient base to both the wall surface at the upper edge and the floor surface at the bottom edge.
 - c. Use longest lengths possible; straight pieces less than 24 inches long not permitted.
 - d. Miter or cope inside corners.
2. Coved Type: Provide with premolded end stops and premolded one-piece external corners.
3. Straight Type: Provide with preformed one-piece external corners.
4. Edges and Seams: Match edges at seams. Double cut adjoining lengths. Make tight butt joints.

3.4 CLEANING

- A. General: Not more than four days before Substantial Completion, thoroughly clean work per resilient flooring manufacturer's recommendations. Use of solvents, wet mopping, or washing is prohibited.
- B. Defective and Damaged Work: Replace with acceptable Work at no additional cost to Owner.

3.5 PROTECTION

- A. General: Protect Work from traffic during construction period so Work will be without indication of use or damage at time of Substantial Completion.

END OF SECTION

SECTION 09 91 23- INTERIOR PAINTING**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: Interior and Exterior Painting, complete as shown on Drawings and as specified.
1. Work includes, but is not limited to, painting of following items, materials, and spaces:
 - a. Paint every interior and exterior exposed-to-view unfinished surface, except as otherwise shown on Drawings or as specified.
 - b. Paint the following exposed mechanical and electrical items to match adjacent surfaces even if the items are factory-finished:
 - 1) Wall and ceiling diffusers/registers installed in gypsum board assemblies at any location.
 - 2) Access doors at any location except when concealed above suspended ceilings.
 - 3) Flush-mounted electrical panelboards and cabinets in gypsum board assemblies at any location.
 - 4) All exposed piping, conduit, duct work and similar surfaces in Stair Enclosures and Fire Control Room (except items with factory "red" finish).
 - c. Paint semi-visible areas behind registers, grilles, diffusers, screen vents as required to "black out".
 - d. Paint auxiliary rails of smoke containment screens with high-temperature coating.
 - e. Stairs: Paint all exposed ferrous metal assemblies, concrete landings and treads, including hazard striping as required by code.
 2. Do not paint the following items:
 - a. Factory-finished items specified in various Sections.
 - b. Pre-finished wall, ceiling, and floor coverings.
 - c. Concrete traffic or walking decks, walks, steps, and ramps.
 - d. Code-Required Labels: Keep equipment identification and fire rating labels free of paint.

- e. Surfaces concealed in walls and above ceilings except as specifically indicated otherwise.
 - f. Ducts, piping, conduit, and equipment concealed in walls and ceilings, unless specifically indicated otherwise.
 - g. Do not paint "Shell Areas" as shown on drawings except paint all sides of doors and frames at walls into finished areas.
 - h. Mechanical or elevator shafts not requiring periodic cleaning.
 - i. Mechanically-finished nonferrous metal, such as stainless steel, aluminum, and bronze, except exposed mechanical and electrical items.
 - j. Interior spaces specifically noted as unpainted.
3. Note: This Section includes a comprehensive listing of paint finish types. Not all paint systems included herein may be required by the Scope of Work of this Project, or the scope of some finishes may be very limited. The responsibility of the Contractor to schedule the Work so that all specified and required Painting Scope is included in the Scope of Work for the Project.

B. Work Specified Elsewhere:

- 1. Section 050500 – Metal Fasteners.
- 2. Section 079200 – Joint Sealants.
- 3. Section 099113 – Exterior Painting.

1.2 SUBMITTALS

- A. Comply with requirements of Section 013300 – Submittal Procedures.
- B. Product Data: Submit complete list of materials proposed for use, together with manufacturer's data and specifications.
- C. Samples:
 - 1. Opaque Colors and Finishes: Submit samples, on hardboard, using materials accepted for Project, of each color and paint finish selected with texture to simulate actual conditions. Prepare three samples, 8-1/2 inches by 11 inches, with required number of paint coats clearly visible.
 - 2. Transparent and Stained Finishes: Prepare samples on species and quality of wood to be used in the Work. Re-submit as requested until acceptable sheen, color, and texture are achieved. Label and identify each sample as to location and application.

1.3 QUALITY ASSURANCE

- A. Labeling: Include following on label of each container:

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1. Manufacturer's name and product name.
 2. Generic type of paint.
 3. Manufacturer's stock number.
 4. Color.
 5. Instructions for reducing, where applicable.
- B. Special Requirements of Regulatory Agencies: Use materials for Work of this Section which comply with volatile organic compound limitations and other regulations of local Air Quality Management District and other local, state, and federal agencies having jurisdiction.
- C. Project Mock-Up: As directed by the Architect, apply on actual wall surfaces where designated, samples of each and any color selected for final review.
1. On at least 100 square feet of surface as directed, provide full-coat finish samples until required sheen, color and texture are obtained.
 2. Duplicate painted finishes of prepared samples.
 3. Simulate finished lighting conditions for review of in-place work.

1.4 PRODUCT HANDLING

- A. Comply with requirements of Section 016000 – Product Requirements.
- B. Delivery: Deliver material in sealed containers with labels legible and intact.
- C. Storage of Materials:
1. Store only acceptable Project materials on Project site.
 2. Store in suitable location.
 3. Restrict storage to paint materials and related equipment.
 4. Comply with health and fire regulations.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements:
1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be stored and applied.
 2. Do not apply finish in areas where dust is being generated.
- B. Protection: Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.

1.6 SCHEDULING

- A. Gypsum Board: Verify that a fully-cured skim coat has been applied to Gypsum Board specified for Level 5 finish and scheduled to receive semi-gloss or gloss paint finishes. Do not proceed until completed.

1.7 MAINTENANCE

- A. Extra Materials: At completion of Work, deliver to Owner extra stock of paint of one gallon of each color used of each coating material used. Tightly seal and clearly label containers.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Primers and Single-color Paints: Provide paint systems as manufactured by the following manufacturers. Unless otherwise specified, single source all components of a paint system from a single manufacturer, including primer/sealer/undercoat and body and finish coats to assure compatibility.
 - 1. Benjamin Moore and Co. (BM).
 - 2. Sherwin-Williams Co. (S/W).

2.2 MATERIALS

- A. General: Provide materials selected for coating system for each type of surface which are the product of single manufacturer.
- B. Thinner: As recommended by each manufacturer for his respective product.
- C. Unsuitability of Specified Products: Claims concerning unsuitability of any materials specified will not be entertained, unless such claim is made in writing to the Architect before Work is started.

2.3 COLORS

- A. Color and Sheen: Colors are scheduled on Drawings (or as selected by Architect if not scheduled on Drawings) based on standard color chips provided by one or more of the listed manufacturers.
- B. Mixing: Deliver paints and stains ready mixed to Project site.

2.4 MILDEW RESISTANCE

- A. General: Add fungicidal agent to paint per manufacturer's recommendations. Add agent to paint at factory. Clearly indicate on labels that paint is mildew resistant.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine surfaces scheduled to receive paint and finishes for conditions that might adversely affect execution, permanence, or quality of work and which cannot be put into acceptable condition through preparatory work. Proceed with preparation or coating application only when conditions are satisfactory.
- B. Review all questions regarding the scope of painting with Owner prior to proceeding with Work.

3.2 SURFACE PREPARATION

- A. General: Remove scale, dirt, dust, grit, rust, wax, grease, efflorescence, loose material, and other foreign matter detrimental to proper adhesion of paint.
- B. Gypsum Board:
 - 1. Narrow, Shallow Cracks and Small Holes: Fill with spackling compound.
 - 2. Deep, Wide Cracks and Deep Holes: Rake out, dampen with clear water, and fill with thin layers of gypsum board joint compound.
 - 3. Curing: Allow to dry.
 - 4. Sanding: Sand smooth after drying; do not raise nap of paper on gypsum board.
- C. Metals:
 - 1. Chipped or Abraded Areas in Shop Coatings: Touch-up using appropriate primer.
 - 2. Galvanized Surfaces: Apply a wash coat made by dissolving 8 ounces copper acetate or copper sulfate in one gallon of water; apply with brush.
 - 3. Stainless Steel: Scarify surfaces before applying prime coat.
- D. Wood:
 - 1. General: If required, sandpaper surfaces smooth before applying primer. Thoroughly clean knots; apply thin coat of knot sealer over surfaces shown to receive opaque finish.
 - 2. Back Priming: Back prime surfaces installed against cementitious surfaces; give particular attention to sealing cross-grained surfaces.
 - 3. Puttying:

- a. General: Fill nail holes, cracks, and other depressions flush with putty after prime coat application. Allow putty to dry; sandpaper smooth before applying body coat.
 - b. For Opaque Finish: Linseed oil type putty.
- E. Protection:
 - 1. General: Properly protect floors and other adjacent work by drop cloths or other suitable coverings. In areas scheduled for painting, maintain wrappings and factory-applied protection provided by other trades.
 - 2. Hardware and Other Obstructions: Remove or protect factory finished items such as hardware, plates, lighting fixtures, grilles, and similar items placed prior to painting. Reposition or remove protection upon completion of each space. Equipment adjacent to surfaces requiring paint disconnected, moved, reset, and reconnected by respective trades.
 - 3. Fire Precautions: At end of each work day, place in metal containers or remove from premises, solvent soaked cloths, waste, and other materials which constitute a fire hazard.
- F. Moisture Content: Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.

3.3 APPLICATION

- A. General: Apply paint per manufacturer's instructions and as specified. Thoroughly stir paint and keep at uniform consistency during application. Apply paint evenly, free from drops, ridges, waves, laps, and brush marks; finished surface uniform in sheen, color, and texture. Apply succeeding coats to unscarred and completely integral base coats; slightly vary color of undercoats to distinguish them from preceding coat. Allow sufficient time between coats to assure proper drying. Sandpaper smooth interior finishes between coats.
- B. Prime Coat: Do not thin primers in excess of manufacturer's printed directions. Apply by brush, unless otherwise specified, within 8 hours after cleaning.
- C. Body and Finish Coats: Do not thin; apply by brush, roller or spray.
- D. Drying Time: Comply with recommendations of product manufacturer for drying time between succeeding coats.
- E. Moldings and Ornaments: Leave clean and true to details with no undue amount of paint in corners and depressions.
- F. Edges of Paint: Where adjoining other materials or colors, make clean and sharp with no overlapping.
- G. Refinishing: Refinish entire wall where portion of finish is deemed not acceptable.

- H. Precaution: Do not paint over fusible links, UL labels, or sprinkler heads.
- I. Exposed Plumbing and Mechanical Items: Finish items without factory finish such as conduits, pipes, access panels, and items of similar nature to match adjacent wall and ceiling surfaces, unless otherwise directed.

3.4 CLEANING

- A. General: Touch up and restore finish where damaged. Remove spilled, splashed, or spattered paint from surfaces. Do not mar surface finish of item being cleaned.
- B. Storage Space: Leave clean and in condition required for equivalent spaces in Project.

3.5 PAINT SYSTEMS

- A. Schedule: Only major areas are scheduled. Treat miscellaneous and similar items and areas within room or space with similar system.
- B. Number of Coats: Where number of coats are specified, it is only as a minimum requirement. Apply additional coats, at no additional cost to Owner, if necessary to completely hide base material, produce uniform color, and provide satisfactory finish result.
- C. Thickness of Coats: For each paint system product, provide the manufacturer's recommended mil-thickness for each applied coat.
- D. Systems Specifications: These specifications are a guide and are meant to establish procedure and quality. Confer with Architect to determine exact finish desired.
- E. Acceptance of Final Colors: Do not apply final coats of paint for either exterior and interior systems until colors have been reviewed and accepted by the Architect.

3.6 INTERIOR PAINT SYSTEMS (Systems are based on products by S-W; other manufacturers listed in Part Two may be used)

- A. Interior Gypsum Board – Flat:
 - 1. General: Provide as follows unless otherwise scheduled on Drawings or noted as follows in this Section.
 - 2. Flat Finish — Low Odor Zero VOC System
 - 3. Primer: ProMar 200 Zero VOC Interior Latex Primer, B28W2600, 0 g/L VOC
 - 4. 1st coat: ProMar 200 Zero VOC Flat, B30-2600 series, 0 g/L VOC
 - 5. 2nd coat: ProMar 200 Zero VOC Flat, B30-2600 series, 0 g/L VOC
- B. Interior Gypsum Board – Eggshell/Satin:
 - 1. General: Provide as follows unless otherwise scheduled on Drawings or noted as follows in this Section.

2. Primer: ProMar 200 Zero VOC Interior Latex Primer, B28W2600 0 g/L VOC
3. 1st coat: ProMar 200 Zero VOC Eg-Shel B26-2600 series, 0 g/L VOC
4. 2nd coat: ProMar 200 Zero VOC Eg-Shel B26-2600 series, 0 g/L VOC

C. Interior Gypsum Board – Semi-gloss:

1. General: Provide at stairs, service areas and where scheduled.
2. Primer: ProMar 200 Zero VOC Interior Latex Primer, B28W2600, 0 g/L VOC
3. 1st coat: ProMar 200 Zero VOC Semi-Gloss B31-2600 series, 0 g/L VOC
4. 2nd coat: ProMar 200 Zero VOC Semi-Gloss B31-2600 series, 0 g/L VOC

D. Interior Gypsum Board – Epoxy Coatings:

1. General: Provide at Restroom and other gypsum surfaces as scheduled on Drawings and required by the the governing Health Codes:
2. Eg-Shel Finish
 - a. Primer: ProMar 200 Zero VOC Primer, B28W2600, 0 g/L VOC
 - b. 1st coat: Pro Industrial Pre-Catalyzed Water-Based Epoxy Eg-Shel, K45 series, <150 g/L VOC
 - c. 2nd coat: Pro Industrial Pre-Catalyzed Water-Based Epoxy Eg-Shel, K45 series, <150 g/L VOC
3. Semi-Gloss Finish (typical, unless noted otherwise)
 - a. Primer: ProMar 200 Zero VOC Primer, B28W2600, 0 g/L VOC
 - b. 1st coat: Pro Industrial Pre-Catalyzed Water-Based Epoxy Semi-Gloss, K46 series, <150 g/L VOC
 - c. 2nd coat: Pro Industrial Pre-Catalyzed Water-Based Epoxy Semi-Gloss, K46 series, <150 g/L VOC
4. Gloss Finish
 - a. Primer: ProMar 200 Zero VOC Primer, B28W2600, 0 g/L VOC
 - b. 1st coat: Pro Industrial Zero VOC Water-Based Epoxy Gloss, B73-300 series, 0 g/L VOC
 - c. 2nd coat: Pro Industrial Zero VOC Water-Based Epoxy Gloss, B73-300 series, 0 g/L VOC

E. Interior Ferrous Metal:

1. General: Shop and field-applied paint finishes for the Work of Section 050500 – Metal Fabrications, is included in the Scope of Work for those Sections.
2. For other exposed-to-view ferrous metal items, including items specified in DIVISION 23 – Mechanical; and DIVISION 26 – Electrical, provide the finishes as follow:
3. Bare Metal Items; High Performance Coating System: Mechanical and Electrical Piping, Conduits, Ductwork, Supports, Hangers, Machinery and Similar Items:
 - a. Eg-Shel or Gloss Finish (Verify with Architect for each room / area prior to painting)
 - b. Primer: Pro Industrial Pro-Cryl Universal Primer, B66-310 series, <100 g/L VOC

- c. 1st coat: Pro Industrial Zero VOC Water-Based Epoxy Eg-Shel, B73-360 series or Gloss, B73-300 series, 0 g/L VOC
 - d. 2nd coat: Pro Industrial Zero VOC Water-Based Epoxy Eg-Shel, B73-360 series or Gloss, B73-300 series, 0 g/L VOC
 - 4. Shop Primed or painted (by others) Items; Semi-Gloss finish:
 - a. Primer: Pro Industrial Pro-Cryl Universal Primer, B66-310 series, <100 g/L VOC
 - b. 1st coat: Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 series, 0 g/L VOC
 - c. 2nd coat: Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 series, 0 g/L VOC
 - 5. Shop Galvanized Items:
 - a. Galvanizing repair provided in Section 050500 – Metal Fabrications.
 - b. Galvanized Metal Decking & Ferrous Decking — Including Bar Joists
 - i. Flat, Eg-Shel, or Semi-Gloss Finish
 - ii. Primer: Pro Industrial Pro-Cryl Universal Primer, B66-310 series, <100 g/L VOC
 - iii. 1st coat: Low VOC Waterborne Acrylic Dryfall, Flat B42W81, Eg-Shel B42W82, Semi-Gloss, B42W83, All sheens <50 g/L VOC
 - iv. 2nd coat: Low VOC Waterborne Acrylic Dryfall, Flat B42W81, Eg-Shel B42W82, Semi-Gloss, B42W83, All sheens <50 g/L VOC
 - c. Galvanized Metal Decking & Ferrous Decking — Including Bar Joists – High Performance System
 - i. Primer: Pro Industrial Pro-Cryl Universal Primer, B66-310 series, <100 g/L VOC
 - ii. 1st coat: Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-560 series, <150 g/L VOC
 - iii. 2nd coat: Pro Industrial Multi-Surface Acrylic Eg-Shel, B66-560 series, <150 g/L VOC
- F. Interior Aluminum and Copper:
 - 1. Refer to Section 076200 – Flashing and Sheet Metal for shop and field-applied paint finishes specified in those Sections.
 - 2. Mechanical and Electrical Items:
 - a. Pretreatment: Metal Pretreatment.
 - b. 1st Coat: Aluminum Primer. Provide additional general purpose sealer coat when recommended by paint manufacturer.
 - c. 2nd Coat: Acrylic Paint, Semi-Gloss.
 - d. 3rd Coat: Acrylic Paint, Semi-Gloss.

G. Interior Wood:

1. General: Transparent Finishes are specified and provided in Section 064123 Interior Architectural Woodwork
2. Semi-Gloss Finish — Low Odor Zero VOC System
3. Primer: ProMar 200 Zero VOC Primer, B28W2600, 0 g/L VOC
4. 1st coat: Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 series, 0 g/L VOC
5. 2nd coat: Pro Industrial Zero VOC Acrylic Semi-Gloss, B66-650 series, 0 g/L VOC

H. Interior Mechanical Insulation; Finish Varies:

1. Provide finish materials recommended in writing by the mechanical insulation manufacturer for their products in exterior locations. Adapt the following as required.
 - a. 1st Coat: General Purpose PVA Sealer, or as recommended by the insulation manufacturer.
 - b. 2nd Coat: Match adjacent finish system.

I. Miscellaneous Interior Painting Systems:

1. Ductwork at Grilles and Diffusers:
 - a. Apply interior surfaces of ductwork partially visible through grilles and diffusers.
 - b. 1st Coat: Galvanized Metal Primer.
 - c. 2nd Coat: Acrylic Paint, Matte Black.
 - d. 3rd Coat: Acrylic Paint, Matte Black.
2. Exposed Insulated Pipes and Ductwork:
 - a. 1st Coat: 1 coat General Purpose PVA sealer. Omit sealer where glass fabric jackets are used.
 - b. 2nd Coat: Acrylic Paint, match adjacent finish.
 - c. 3rd Coat: Acrylic Paint, match adjacent finish.
3. Exposed Non-Insulated Pipes and Ductwork: Including conduit.
 - a. Cast-Iron Pipe:
 - 1) Pre-treatment: Conform with the requirements of Section 050500 – Metal Fabrications.
 - 2) 1st Coat: Ferrous Metal Primer.
 - 3) 2nd Coat: Acrylic Paint, match adjacent finish.

- 4) 3rd Coat: Acrylic Paint, match adjacent finish.
 - b. Other Pipes, Conduit, and Ductwork:
 - 1) Pre-treatment: Conform with the requirements of Section 050500 – Metal Fabrications.
 - 2) 1st Coat: As specified for ferrous and non-ferrous metals as applicable.
 - 3) 2nd Coat: Acrylic Paint, match adjacent finish.
 - 4) 3rd Coat: Acrylic Paint, match adjacent finish.
- J. Miscellaneous Interior Painting Systems:
 - 1. Factory Finished Equipment: Satisfactorily refinish surfaces damaged before, during, or after installation as directed; use 128 semi-gloss enamel.
 - 2. Plywood Equipment Backing:
 - a. General: Telephone, Data and Electric Closets.
 - b. 1st Coat: Latex Enamel Undercoater.
 - c. 2nd Coat: Acrylic Paint; match adjacent finish.
 - d. 3rd Coat: Acrylic Paint; match adjacent finish.
- K. Pipe Identification:
 - 1. General: Per ANSI A13.1; buried pipe, electrical conduit, and pipe in concealed spaces such as furred spaces and shafts not included.
 - 2. Color Scheme: ANSI Z53.1 in combination with legend and flow markers; continuous total length coverage. Safety colors as specified under applicable Mechanical Section.
 - 3. Legend: Stencil letters of colors, type, and sizes per ANSI A13.1. Tags for identification of pipes less than 3/4-inch overall outside diameter, including valves and fittings; provided under applicable mechanical Section.
 - 4. Flow Markers: Provide each type with appropriate size arrows to indicate flow direction in pipe; same color as legend.
 - 5. Visibility: Locate legend and flowmarkers for easy visibility from operating floor; space not over 20 feet with at least one per room.

3.8 CLEANING:

- A. Comply with provisions of Section 017900 – Cleaning.

- B. Remove paint spots, oil, and stains from adjacent surfaces upon completion of Work; leave Work clean.

END OF SECTION

SECTION 10 26 00 – WALL AND DOOR PROTECTION**PART 1 - GENERAL****1.1 SUMMARY**

- A. Work Included: Provide and install wall protection, wall corner guards and other finish protection products, complete, as shown on Drawings and as specified, including:

1. Surface-Mounted Corner Guards.
2. Protective Wall Covering Wainscot

- B. Work Specified Elsewhere:

1. Section 081113 – Hollow Metal Doors and Frames.
2. Section 084113 – Aluminum Entrances and Storefronts.
3. Section 081416 – Flush Wood Doors.
4. Section 079200 – Joint Sealants.
5. Section 087100 – Door Hardware
6. Section 092216 – Non-Structural Metal Framing.

1.2 SUBMITTALS

- A. Comply with provisions of Section 013300 – Submittal Procedures.
- B. Product Data: Manufacturer's catalog cuts, standard color charts, and data sheets; including installation details and instructions, for each item specified.
- C. Samples:
1. Corner Guards: 12-inch-long piece of each type specified, including color.
 2. Wall protection and Door Protection: 12-inch-square piece of each specified type, including corner and specified color.

1.3 PRODUCT HANDLING

- A. Delivery and Storage: Deliver and store items and related fasteners in manufacturer's original packaging, identified with manufacturer's name and type of product, and size. Store materials indoors, protected from moisture and other sources of damage.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. General: Provide vinyl/acrovyn wall and corner protection single-sourced from one manufacturer to assure color matching.
- B. Manufacturer: Construction Specialties Acrovyn 4000, Inpro Corporation, Institutional Products Corporation (IPC), Pawling Corporation OR Korogard
 - a. Basis-of-Design: Construction Specialties Acrovyn 4000
- C. Fire Hazard Classification: Flame spread of 25 or less when tested per ASTM E84.

2.3 CORNER GUARDS

- A. Type: C/S Acrovyn 4000 Corner Guards with continuous aluminum retainer.
 - 1. Size: 2" X 2" X Full Height (SSM-20AN)
 - 2. Mounting Style: Surface-mounted.
 - 3. Color: As scheduled on Drawings.
 - 4. Locations: As shown on Drawings.

2.5 PROTECTIVE WALL COVERING WAINSCOT

- A. Type: Sheet plastic wall protection by C/S acrovyn. Typical where shown on Drawings.
 - 1. Size: 0.06" thick Acrovyn 4000 panels by sizes shown on Drawings.
 - 2. Mounting Style: Surface-mounted.
 - 3. Color: As scheduled on Drawings. Field verify to match.
 - 4. Mounting Height: As shown on drawings.
 - 5. Locations: As shown on Drawings.

2.5 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's standard, removable, corrosion-resistant fasteners of size and length suitable for the conditions of installation.

- B. Adhesive: As recommended by manufacturer for setting material.
- C. Backing Plates: As specified in Section 092216 – Non-Structural Metal Framing and as shown on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: After application of wall base and finish painting of walls is complete, examine areas and conditions under which items are to be installed. If unsatisfactory conditions exist, do not proceed with the Work until such conditions have been corrected.

3.2 PREPARATION

- A. Cleaning: Prior to application, clean side of units that will be in contact with wall surface.

3.3 INSTALLATION

- A. General: Install units per manufacturer's instructions and as specified. Install wall and corner guards plumb and true and securely fastened to backing plates or substrates.
- B. Corner Guards: Install with bottom edge at top of wall base and extend to ceiling height.
- C. Rigid Sheet Wall Protection Wainscot:
 - 1. Install in maximum running lengths of 48-inches. For wall sections less than 96-inches in width, center seam.
 - 2. Vertical Joints: Butt Joint and apply color matched sealant per manufacturer's written instructions.

3.4 ADJUSTING AND CLEANING

- A. Cleaning: Prior to time of final acceptance, strip units of protective coverings, and clean in accordance with manufacturer's instructions.
- B. Defective Materials: Remove and replace any defective, misaligned, or damaged units, at no additional cost to Owner.

END OF SECTION