

## health technology parking islands & storm drainage Ogden Weber Technical College

200 N Washington Blvd Ogden, UT 84404 20 MARCH 2024





OWNER

### OGDEN WEBER TECHNICAL COLLEGE HEALTH TECHNOLOGY PARKING ISLANDS & STORM DRAINAGE

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## PROJECT DIRECTORY



### OGDEN WEBER TECHNICAL COLLEGE (OWTC) HEALTH TECH PARKING LOT ISLANDS & STORM DRAINAGE

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GENERAL CONDITIONS CERTIFICATE OF PAYMENT (SAMPLE) CERTIFICATE OF SUBSTANTIAL COMPLETION (SAMPLE) SUBSTITUTION REQUEST

# **CONTRACT REQUIREMENTS**



## **AIA** Document A201° – 2017

### General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

OWTC Heath Technology - Parking Islands & Storm Drainage 200 North Washington Blvd.

### THE OWNER:

(Name, legal status and address)

Ogden Weber Technical College 200 North Washington Blvd. Ogden, Utah

THE ARCHITECT: (Name, legal status and address)

Sanders Associates Architects 2668 Grant Avenue Ogden, Utah

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**Owner's Right to Clean Up** 

**Award Separate Contracts** 

**Owner's Right to Stop the Work** 

Owner's Right to Suspend the Work

**Owner's Right to Perform Construction and to** 

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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.

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§ 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

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§ 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<sup>TM</sup>–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<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

 $G202^{TM}$ -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 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 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.

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§ 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.

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§ 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.

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§ 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.

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### § 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,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

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

### § 3.12 Shop Drawings, Product Data and Samples

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§ 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

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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.

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### § 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.

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§ 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.

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### 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

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to .1 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.

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

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

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

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

### § 6.2 Mutual Responsibility

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

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

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

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

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

### § 6.3 Owner's Right to Clean Up

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

### ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

### § 7.4 Minor Changes in the Work

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

### **ARTICLE 8** TIME

### § 8.1 Definitions

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

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

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

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

### § 8.2 Progress and Completion

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

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

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

### § 8.3 Delays and Extensions of Time

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

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

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

### ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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§ 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;
- third party claims filed or reasonable evidence indicating probable filing of such claims, unless security .2 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;

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- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .4
- .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.

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### § 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.

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§ 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.

### PROTECTION OF PERSONS AND PROPERTY **ARTICLE 10**

### § 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

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

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§ 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

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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

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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

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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.

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§ 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

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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.

### TERMINATION OR SUSPENSION OF THE CONTRACT ARTICLE 14 § 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:

- Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be .1 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
- The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2. .4

§ 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.

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§ 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

- that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause .1 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

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§ 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.

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### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

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

Init. 1

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### § 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.

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Application and Certificate for Pa	ayment	
TO OWNER:	PROJECT:	APPLICATION NO: Distribution to: Distribution to: OWNER:
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR: ARCHITECT: CONTRACT DATE: CONTRACT DATE: CONTRACT DATE: CONTRACTOR: CONTRACT
<b>CONTRACTOR'S APPLICATION FOR</b> Application is made for payment, as shown below, in cor Continuation Sheet, AIA Document G703, is attached. <b>1. ORIGINAL CONTRACT SUM</b>	PAYMENT onnection with the Contract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
2. Net change by change orders	on G703)	By: Date: Date: County of:
% of Completed Work(Column D + E on G703)b.% of Stored Material(Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column I o	\$s	Subscribed and sworn to before me this day of Notary Public: My Commission expires:
<ul> <li>6. TOTAL EARNED LESS RETAINAGE</li> <li>6. Line 4 Less Line 5 Total)</li> <li>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</li> <li>(Line 6 from prior Certificate)</li> </ul>	\$ \$	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 antitled to navenant of the
AIA Document G702 <sup>TM</sup> – 1992. Copyright © 1953, 1965, Law and International Treaties. Unauthorized reproduction or maximum extent possible under the law. This document was p User Notes:	1978 and 1992 by The American Institu r distribution of this AIA <sup>8</sup> Document, produced by AIA software at 10:59:38 on	e of Architects. All <b>rights reserved</b> . WARNING: This AIA <sup>®</sup> Document is protected by U.S. Copyright ar any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the 01/14/2008 under Order No.1000336970_1 which expires on 1/7/2009, and is not for resale. (12728753)

AIA Document G702<sup>m</sup> – 1992

\$		
8. CURRENT PAYMENT DUE	9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 6)

(Line 3 less Line 6)

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

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

**ARCHITECT:** 

By:

Date:

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

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# ●AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## **Certificate of Substantial Completion**

PROJECT:	PROJECT NUMBER:	/	OWNER: 🔲
(Name ana adaress):	CONTRACT FOR:		ARCHITECT: 🗖
	CONTINUE DATE.		CONTRACTOR: 🔲
TO OWNER:	TO CONTRACTOR:		FIELD: 🗖
(Name and address):	(Name and address):		OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract 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 above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

	Date of Commencement		
BY	DATE OF ISSUANCE		
	BY		

A list of items to be completed or corrected is attached hereto. 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.

### Cost estimate of Work that is incomplete or defective: \$ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE	
The Owner accepts the Work (date).	or designated portion as substantially	complete and will assume full possession at	(time) on
OWNER	BY	DATE	

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

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

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# **SUBSTITUTION REQUEST** (After the Bidding Phase)

Project:	Substitution Request Number:
	From:
То:	Date:
	A/E Project Number:
Re:	Contract For:
Spacification Title:	
Section: Page:	Article/Paragraph:
Proposed Substitution:	
Manufacturer: Address:	Phone:
Installer: Address	Phone:
Point-by-point comparative data attached - REQUIRED BY	A/E
Similar Installation:	
Project: Arc	hitect:
Address: Own	ner:
Date	e Installed:
Proposed substitution affects other parts of Work:	Yes; explain
Savings to Owner for accepting substitution:	(\$
Proposed substitution changes Contract Time:	Yes [Add] [Deduct]days.
Supporting Data Attached: Drawings Product D	ata 🗌 Samples 🗌 Tests 🔲 Reports 🔲
Copyright 1996, Construction Specification Institute, 601 Madison Street, Alexandria, VA 22314-1791	Page of September 1996 CSI Form 13.1A

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by:					······································
Signed by:					
Firm:					······
Address:					
Telephone:					
Attachments:					
A/Ers REVIEW AND A	CTION				
<ul> <li>Substitution approved</li> <li>Substitution approved</li> <li>Substitution rejected -</li> <li>Substitution Request r</li> </ul>	- Make submittals in as noted - Make subr Use specified materia eceived too late - Use	accordance with Spen nittals in accordance als. specified materials.	cification Section with Specification	n 01330. n Section 01330.	
Signed by:					Date:
Additional Comments:	Contractor	Subcontractor	Supplier	Manufacturer	A/E
				·····	

- 012500 SUBSTITUTION PROCEDURES
  012600 CONTRACT MODIFICATION PROCEDURES
  012900 PAYMENT PROCEDURES
  013100 PROJECT MANAGEMENT & COORDINATION
  013200 CONSTRUCTION PROGRESS DOCUMENTATION
  013233 PHOTOGRAPHIC DOCUMENTATION
  013300 SUBMITTAL PROCEDURES
  014000 QUALITY REQUIREMENTS
  014200 REFERENCES
  015000 TEMPORARY FACILITIES & CONTROLS
  016000 PRODUCT REQUIREMENTS
  017300 EXECUTION
  017419 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
  017700 CLOSEOUT PROCEDURES
- 017839 PROJECT RECORD DOCUMENTS

# **GENERAL REQUIREMENTS**

division

SANDERS ASSOCIATES ARCHITECTS

### SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

### 1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.

- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- I. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

### 1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

### PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.

# OWTC health technology parking islands & storm drainage

h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

### 1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on architects form, "Architect's Supplemental Instructions."

### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.

- 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use DFCM form, "Proposal Requests," dated February 9, 2006.

### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner Architect and Contractor.'
- B. Change Order Form: Use DFCM form 050807, "Change Order Signature Page."

### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on DFCM form CCD1A, dated April 2002. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

### SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets and Submittals Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Submit draft of AIA Document G703 Continuation Sheets.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If stored offsite, include evidence of insurance or bonded warehousing.
  - 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 7. Allowances (if required): Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost,

multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

- 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

- a. Submit final Application for Payment with or proceeded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Schedule of unit prices.
  - 5. Submittals Schedule (preliminary if not final).
  - 6. List of Contractor's staff assignments.
  - 7. List of Contractor's principal consultants.
  - 8. Copies of building permits.
  - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 10. Initial progress report.
  - 11. Report of preconstruction conference.
  - 12. Certificates of insurance and insurance policies.
  - 13. Performance and Payment Bonds.
  - 14. Data needed to acquire Owner's insurance.
  - 15. Initial settlement survey and damage report, if require.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.
  - 8. Final, liquidated damages settlement statement.

END OF SECTION 012900

### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination.
  - 2. Project meetings.
- B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

### 1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.

### 1.3 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Preparation of Record Documents.
    - I. Use of the premises and existing building.
    - m. Work restrictions.
    - n. Owner's occupancy requirements.
    - o. Responsibility for temporary facilities and controls.
    - p. Construction waste management and recycling.
    - q. Parking availability.
    - r. Office, work, and storage areas.
    - s. Equipment deliveries and priorities.
    - t. First aid.
    - u. Security.
    - v. Progress cleaning.
    - w. Working hours.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner's Commissioning Authority of scheduled meeting dates.

- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. The Contract Documents.
  - b. Options.
  - c. Related RFIs.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility problems.
  - k. Time schedules.
  - I. Weather limitations.
  - m. Manufacturer's written recommendations.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at intervals as directed by Owner. Coordinate dates of meetings with preparation of payment requests.
  - 1. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority, Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.

- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) RFIs.
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
- 3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

### SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Submittals Schedule.
  - 3. Daily construction reports.
  - 4. Field condition reports.
- B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

### 1.2 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period. Submit prior or at the same time as the first Application for Payment.
- C. Daily Construction Reports: Submit one copy at weekly intervals.
- D. Field Condition Reports: Submit one copy at time of discovery of differing conditions.

### 1.3 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work or the Notice to Proceed to date of Substantial Completion.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  - 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Use of premises restrictions.
    - e. Provisions for future construction.
    - f. Seasonal variations.
    - g. Environmental control.
  - 2. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

### 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for commencement of the Work or the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing and commissioning.
    - j. Punch list and final completion.
    - k. Activities occurring following final completion.
  - 2. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  - 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Principal events of activity.
  - 4. Immediate preceding and succeeding activities.

- 5. Early and late start dates.
- 6. Early and late finish dates.
- 7. Activity duration in workdays.
- 8. Total float or slack time.
- 9. Average size of workforce.
- 10. Dollar value of activity (coordinated with the schedule of values).
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.

### 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. Equipment at Project site.
  - 3. Approximate count of personnel at Project Site.
  - 4. Material deliveries.
  - 5. High and low temperatures and general weather conditions.
  - 6. Accidents.
  - 7. Stoppages, delays, shortages, and losses.
  - 8. Orders and requests of authorities having jurisdiction.
  - 9. Services connected and disconnected.
  - 10. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one day before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

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- 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

### SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.

### 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit unaltered, original, full-size image files within three days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
  - 2. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Date photograph was taken.
    - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

### PART 2 - PRODUCTS

### 2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

### PART 3 - EXECUTION

### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.

- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- C. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take photographs to show all existing conditions adjacent to property before starting the Work.
  - 3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- D. Additional Photographs: Additional photographs in addition to preconstruction photographs specified.
  - 1. In emergency situations, take additional photographs within 24 hours of request.
  - 2. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Immediate follow-up when on-site events result in construction damage or losses.
    - b. Substantial Completion of a major phase or component of the Work.

END OF SECTION 013233

### SECTION 013300 - SUBMITTAL PROCEDURES

### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 2. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

### 1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals if the following procedure is met.
  - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings only if the following is submitted and accepted by all parties.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor, or Sub-Contractor shall execute a data licensing agreement in the form of the Agreement Form: Electronic Drawing Media Distribution, available from the Architect.

- c. Architect's Agreement Form available by request to the Contractor or Subcontractor. Release of digital data will be occur only if the form is accepted by all parties.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow 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 15 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. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Physical Sample Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Additional Samples: Unless additional samples are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 2. Transmittal for Physical Sample Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
    - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
      - 1) Project name.
      - 2) Date.
      - 3) Destination (To:).
      - 4) Source (From:).
      - 5) Name and address of Architect.
      - 6) Name of Contractor.
      - 7) Name of firm or entity that prepared submittal.
      - 8) Names of subcontractor, manufacturer, and supplier.
      - 9) Category and type of submittal.
      - 10) Submittal purpose and description.
      - 11) Specification Section number and title.
      - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.

- 13) Drawing number and detail references, as appropriate.
- 14) Indication of full or partial submittal.
- 15) Transmittal number.
- 16) Submittal and transmittal distribution record.
- 17) Remarks.
- 18) Signature of transmitter.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  - 4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software or electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - I. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
  - 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

# PART 2 - PRODUCTS

## 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.

- 4. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams showing factory-installed wiring.
  - b. Printed performance curves.
  - c. Operational range diagrams.
  - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before or concurrent with Samples.
- 6. Submit Product Data in the following format:
  - a. PDF electronic file.
- 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. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 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 42 inches (750 by 1067 mm).
  - 3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- 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. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for qualitycontrol comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

- a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. 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(s) 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.
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three, (or number as required in specific section), sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
    - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures.
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads.

Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

# 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

# PART 3 - EXECUTION

# 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: 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.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

# 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

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- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

# SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other qualityassurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.
  - 3. Specific test and inspection requirements are not specified in this Section.

## 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

# 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-forceresisting system quality-assurance plan prepared by Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens, assemblies; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect three days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.

- 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  - a. Allow seven days for initial review and each re-review of each mockup.
- 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- 6. Demolish and remove mockups when directed unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

# 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

- 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
- 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
- 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- 4. Submit a certified written report, in duplicate, of each test, inspection, and similar qualitycontrol service through Contractor.
- 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Delivery of samples to testing agencies.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

# 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections indicated on the drawings, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Commissioning Authority reference during normal working hours.

#### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

#### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

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- 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

# 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
  - 1. DIN Deutsches Institut fur Normung e.V.; <u>www.din.de</u>.
  - 2. IAPMO International Association of Plumbing and Mechanical Officials; <u>www.iapmo.org</u>.
  - 3. ICC International Code Council; <u>www.iccsafe.org</u>.
  - 4. ICC-ES ICC Evaluation Service, LLC; <u>www.icc-es.org</u>.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
  - 1. COE Army Corps of Engineers; <u>www.usace.army.mil</u>.
  - 2. CPSC Consumer Product Safety Commission; <u>www.cpsc.gov</u>.
  - 3. DOC Department of Commerce; National Institute of Standards and Technology; <u>www.nist.gov</u>.
  - 4. DOD Department of Defense; www.quicksearch.dla.mil.
  - 5. DOE Department of Energy; www.energy.gov.
  - 6. EPA Environmental Protection Agency; <u>www.epa.gov</u>.
  - 7. FAA Federal Aviation Administration; www.faa.gov.
  - 8. FG Federal Government Publications; <u>www.gpo.gov</u>.
  - 9. GSA General Services Administration; <u>www.gsa.gov</u>.
  - 10. HUD Department of Housing and Urban Development; <u>www.hud.gov</u>.
  - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <u>www.eetd.lbl.gov</u>.
  - 12. OSHA Occupational Safety & Health Administration; <u>www.osha.gov</u>.
  - 13. SD Department of State; <u>www.state.gov</u>.
  - 14. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; <u>www.trb.org</u>.
  - 15. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; <u>www.ars.usda.gov</u>.
  - 16. USDA Department of Agriculture; Rural Utilities Service; <u>www.usda.gov</u>.
  - 17. USDJ Department of Justice; Office of Justice Programs; National Institute of Justice; <u>www.ojp.usdoj.gov</u>.
  - 18. USP U.S. Pharmacopeial Convention; <u>www.usp.org</u>.
  - 19. USPS United States Postal Service; <u>www.usps.com</u>.

- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.
  - 1. CFR Code of Federal Regulations; Available from Government Printing Office; <u>www.gpo.gov/fdsys</u>.
  - 2. DOD Department of Defense; Military Specifications and Standards; Available from DLA Document Services; <u>www.quicksearch.dla.mil</u>.
  - 3. DSCC Defense Supply Center Columbus; (See FS).
  - 4. FED-STD Federal Standard; (See FS).
  - 5. FS Federal Specification; Available from DLA Document Services; <u>www.quicksearch.dla.mil</u>.
    - a. Available from Defense Standardization Program; <u>www.dsp.dla.mil</u>.
    - b. Available from General Services Administration; <u>www.gsa.gov</u>.
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; <u>www.wbdg.org/ccb</u>.
  - 6. MILSPEC Military Specification and Standards; (See DOD).
  - 7. USAB United States Access Board; <u>www.access-board.gov</u>.
  - 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

#### 1.1 SUMMARY

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

## 1.2 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

#### 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, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

# 1.5 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.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

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# 1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

# PART 2 - PRODUCTS

# 2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

# 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: 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.
  - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- 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: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- 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 and Cooling: Provide temporary heating and cooling 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. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. 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.
  - 1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- I. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access project electronic documents and maintain electronic communications.

# 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. 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.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touchup signs so they are legible at all times.
- E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - 1. Do not load elevators beyond their rated weight capacity.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
  - 3. Do not load elevators more than their indicated weight capacity.
- H. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

# 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. 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.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations. Coordinate with Owner for extent of fence on property.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- E. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Enclosures: Provide temporary enclosures for protection of 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, insulate temporary enclosures.
- H. 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. Prohibit smoking in construction and Campus areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
    - a. All welding operations are required to have a continuous DFCM Hot Works observer and Hot Works Permit. Refer to requirements in Division 5 Section "Metal Fabrications".

3. 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.

# 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Discard or replace water-damaged and wet material.
  - 4. Discard, replace, or clean stored or installed material that begins to grow mold.
  - 5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

# 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. 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.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
- C. See Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product

request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
- b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

# 1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

# 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

## C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store cementitious products and materials on elevated platforms.
- 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on

product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

- 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

# PART 2 - PRODUCTS

# 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

Comparable products or substitutions for Contractor's convenience will not be considered.

- 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
- 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
- 7. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
- 8. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- 9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

# 2.2 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

# SECTION 017300 - EXECUTION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Installation of the Work.
  - 3. Cutting and patching.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for final cleaning.

## 1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

# 3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

# 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

#### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 3. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 4. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove oils, putty, and similar materials from adjacent finished surfaces.

#### 3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

- 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
- 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
- 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

# 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

# SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

# 1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

## 1.3 QUALITY ASSURANCE

A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

## 1.4 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

#### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

## 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Owner's Use:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area on-site designated by Owner.
  - 5. Protect items from damage during transport and storage.

# 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:
- C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

# 3.4 RECYCLING DEMOLITION WASTE

- A. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- B. Metals: Separate metals by type.
  - 1. Structural Steel: Stack members according to size, type of member, and length.
  - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- D. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- E. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
- F. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
  - 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation
- G. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- H. Conduit: Reduce conduit to straight lengths and store by type and size.

# 3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
  - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

#### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

# SECTION 017700 - CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
  - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

# 1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

#### 1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of [10] <Insert number> days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 5 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Advise Owner of changeover in heat and other utilities.
  - 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleaning requirements, including touchup painting.
  - 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

# 1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed

and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

- 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- 4. Submit pest-control final inspection report and warranty.
- 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

# 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Architect will return annotated copy.

# 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 2. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

#### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Remove labels that are not permanent.
    - i. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

#### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired.

Restore damaged construction and permanent facilities used during construction to specified condition.

- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
- 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces.
- 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

# SECTION 017839 - PROJECT RECORD DOCUMENTS

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one annotated PDF electronic files and directories of each submittal.

# PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
  - 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 provide information for preparation of corresponding 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. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.

- 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file with comment function enabled.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.
  - 4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file with comment function enabled.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

# 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. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

# 2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

#### 2.4 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.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

# 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 revisions to project record documents as they occur; do not wait until 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.

024119 SITE DEMOLITION

# **EXISTING CONDITIONS**



SANDERS ASSOCIATES ARCHITECTS

# SECTION 024119 - SITE DEMOLITION

# PART 1 - GENERAL

# 0.1 SUMMARY:

- A. Section includes requirement for demolition work.
  - 1. Verify existing utilities to be removed as well as site features to be demolished with owner and engineer.
- B. Demolition includes, but is not limited to, the removal of the following items within the demolition limit lines:
  - 1. Trees including Stumps and all their Roots.
  - 2. Shrubs and all their Roots.
  - 2. Underground Structures including storm drains.
  - 4. Paint Obliteration.
- C. Related Sections
  - 1. Refer to Section 02300 for earthwork requirements.
- D. Drawings and general provisions of contract, including general and supplementary Conditions and site clearing specifications apply to work in this section.

# 0.2 SUBMITTALS:

- A. Schedule: Submit proposed methods and operations of demolition to review prior to start of work. Include in schedule coordination for shut-off, capping, and continuation of utility services as required.
- B. Explosives: The use of explosives is not permitted.
- C. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
  - 1. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulation.
- D. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
  - 1. Erect temporary covered passageways as required by authorities having jurisdiction.

- 2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- E. Damage: Promptly repair damage caused to adjacent facilities by demolition operations.
  - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- F. Hazardous Materials Removal:
  - When hazardous materials are encountered, notify the Owner immediately.
- PART 1 PRODUCTS

Not used.

PART 2 - EXECUTION

A. Demolition:

1.

- 1. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
  - a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
  - b. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by Architect or governing authorities. Return adjacent areas to condition existing prior to start of work.
- B. Cutting Asphalt, Concrete and Concrete Block: Saw cut asphalt paving, concrete slabs and concrete block walls with approved saws at lines and levels indicated on drawings. Saw cut concrete walks and curbs only if they cannot be removed to an existing control joint.
- C. Capping and Abandonment: Cap all abandoned lines and conduits and drains in accordance with requirements of Utility Companies having jurisdiction. Remove abandoned lines, unless otherwise noted.
- D. Overhead Utility Lines: The Utility companies that own or otherwise control the overhead utility lines, will remove and relocate their poles and overhead utility lines at the Owner's expense. The Contractor shall coordinate these utility changes with the proper utility companies.
- E. Permits: Contractor is required to obtain a Demolition Permit and Utility Disconnection Permits from the City and utility companies.
  - 1. Record on Record Document location and extent of all capped and abandoned lines below grade.

F. Relocation: Relocate utilities as indicated. Work performed for relocation of utilities to conform to new utility line construction.

# 2.1 DISPOSAL OF DEMOLISHED MATERIALS:

A. General: remove from site debris, rubbish, and other materials resulting from demolition operations and dispose in a legal manner.

# 2.2 BACKFILL

- A. Excavated areas associated with the removal of all substructures should be backfilled with a well-graded granular material having a maximum size of 2 inches and not more than 15 percent passing a #200 sieve. All earth materials placed in excavated areas should be placed in maximum eight inch loose lifts and densified to an in-place unit weight equal to 95% of the Maximum Laboratory Density as determined by ASTM D 1557-78.
  - 1. Refer to section 312000 for placement and compaction requirements.

310700 GENERAL SITE REQUIRMENTS311000 SITE CLEARING312000 EARTH MOVING315000 EXCAVATION SUPPORT AND PROTECTION

# EARTHWORK division



ion 31

# SECTION 310700 - GENERAL SITE CONSTRUCTION REQUIREMENTS

# PART 1 GENERAL

- 1.1 SUMMARY
  - A. Includes But Not Limited to
    - 1. General procedures and requirements for Site Work.

# PART 2 PRODUCTS - Not Used

# PART 3 EXECUTION

- 3.1 PREPARATION
  - A. Site Verification Of Conditions
    - 1. 48 hours minimum prior to performing any work on site, contact Blue Stakes to arrange for utility location services.
    - 2. Perform minor, investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.
    - 3. Perform investigative excavating 5 days minimum in advance of performing any excavation or underground work.
    - 4. Upon discovery of conflicts or problems with existing facilities, notify Architect by phone or fax within 24 hours. Follow telephone or email notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate problem.
    - 5. Notify Owner of utilities a minimum of 48 hours prior to any work taking place.
- 3.2 PREPARATION
  - A. Protection
    - 1. Spillage
      - a. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.
      - b. Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.
      - 2. Dust Control
        - a. Take precautions necessary to prevent dust nuisance, both on-site and adjacent to public and private properties.
        - b. Correct or repair damage caused by dust.
      - 3. Erosion Control
        - a. Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.
        - b. Develop, install, and maintain an erosion control plan if required by law.
        - c. Repair and correct damage caused by erosion.
      - 4. Existing Plants And Features Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain. Do not use heavy equipment within branch spread. Interfering branches may be removed

only with permission of Architect. Do not damage other plants and features which are to remain.

- 5. Protect site from fire caused by welding, cutting, smoking, or other sources of ignition.
- B. If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.
- C. Fees

1. Contractor shall be responsible for all off site street cut fees, encroachment permit fees, and bonding associated with the construction of the proposed facility.

# 3.3 REPAIR / RESTORATION

- A. Adjust existing covers, boxes, and vaults to grade.
- B. Replace broken or damaged covers, boxes, and vaults.
- C. Independently confirm size, location, and number of covers, boxes, and vaults which require adjustment.
- 3.4 FIELD QUALITY CONTROL
  - A. Notify Architect 48 hours prior to performing excavation or fill work.
  - B. If work has been interrupted by weather, scheduling, or other reason, notify Architect 24 hours minimum prior to intended resumption of grading or compacting.
  - C. Owner reserves right to require additional testing to re-affirm suitability of completed work including compacted soils which have been exposed to adverse weather conditions.

SECTION 311000 - SITE CLEARING

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. This Section includes the following:
  - 1. Removing existing trees, shrubs, groundcovers, plants, and grass as indicated on demolition plan.
  - 2. Clearing and grubbing.
  - 3. Stripping and stockpiling topsoil.
  - 4. Removing above- and below-grade site improvements.
  - 5. Disconnecting, capping or sealing, abandoning site utilities in place, and removing site utilities.
  - 6. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
  - 1. Division 01 Section "Temporary Facilities and Controls" for temporary utilities, temporary construction and support facilities, temporary security, protection facilities, and temporary erosion and sedimentation control procedures.
  - 2. Division 01 Section "Temporary Tree and Plant Protection" for protecting trees remaining on-site that are affected by site operations.
  - 3. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.
  - 4. Division 23 Section "Turf, Grasses, and Plants" for finish grading including preparing and placing planting soil mixes and testing of topsoil material.

#### 1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

#### 1.4 MATERIAL OWNERSHIP

A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

#### 1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings, according to Division 01 Section "Project Record Documents," identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

#### 1.6 QUALITY ASSURANCE

A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

#### 1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

# PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
  - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available onsite.

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

# 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction, sediment and erosion control Drawings, a sediment and erosion control plan, specific to the site, that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

# 3.3 UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
  - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

- 1. Arrange with utility companies to shut off indicated utilities.
- 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.
- E. Removal of underground utilities is included in Division 21, Division 22, Division 26, Division 27, and Division 28 Sections covering site utilities.

#### 3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
  - 4. Use only hand methods for grubbing within tree protection zone.
  - 5. Remove tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

#### 3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Limit height of topsoil stockpiles to 120 inches.
  - 2. Dispose of excess topsoil as specified for waste material disposal.
  - 3. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

#### 3.6 SITE IMPROVEMENTS

- A. Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction. Refer to project plans for improvements to be abandoned in place.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
  - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

# 3.7 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
  - 1. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

#### SECTION 312000 - EARTH MOVING

#### 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. This Section includes the following:
  - 1. Preparing sub-grades for slabs on grade, walks, pavements, lawns and grasses, and exterior plants.
  - 2. Excavating and backfilling for buildings and structures.
  - 3. Drainage course for slabs-on-grade.
  - 4. Subbase course for concrete walks and pavements.
  - 5. Subbase and base course for asphalt paving.
  - 6. Subsurface drainage backfill for walls and trenches.
  - 7. Excavating and backfilling for utility trenches.
  - 8. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
  - 1. Division 01 Section Construction Progress Documentation and Photographic Documentation for recording pre-excavation and earthwork progress.
  - 2. Division 01 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
  - 3. Divisions 21, 22, 23, 26, 27, and 28 Sections for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
  - 4. Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above-grade and below-grade improvements and utilities.
  - 5. Division 32 Section "Turf and Grasses" for finish grading, including preparing and placing topsoil and planting soil for lawns.
  - 6. Division 32 Section "Plants" for planting bed establishment and tree and shrub pit excavation and planting.

# 1.3 UNIT PRICES

A. Quantity allowances for earthwork are included in Division 01 Section "Allowances."

# 1.4 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

- 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices and changes in the work.
  - 2. Bulk Excavation: Excavation more than 10-feet in width and more than 30-feet in length.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, un-stratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cubic yard for bulk excavation or 3/4 cubic yard for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
  - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,090-lbf and stick-crowd force of not less than 18,650-lbf; measured according to SAE J-1179.
  - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 48,510-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.5 SUBMITTALS

- A. Product Data: For the following:
  - 1. Each type of plastic warning tape.
  - 2. Geotextile.
  - 3. Controlled low-strength material, including design mixture.
- B. Samples: 12-by-12-inch Sample of sub-drainage and other geotextiles used.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D698 or ASTM D1557 for each on-site and borrow soil material proposed for fill and backfill.
- D. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

#### 1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

# 1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

- 2.1 SOIL MATERIALS
  - A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
  - B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM or AASHTO M 145 Soil Classification Groups A-1, A-2-4, A-2-5, and A-3, or a combination of these groups; free of rock or gravel larger than 3-inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Native rock crushed to meet the above requirements and free from significant porosity may also be used as satisfactory soils. Satisfactory soils listed in the geotechnical report for this project may be used if approved by submittal process to the engineer.
  - C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 or A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups. Unsatisfactory soils listed in the geotechnical report for this project may not be used.
    - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
  - D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
  - E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve. Sand Equivalent of no less than 35.
  - F. Structural Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 15 percent passing a No. 200 sieve.
  - G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 3/4-inch sieve and not more than 8 percent passing a No. 200 sieve.
  - H. Drainage Course: Narrowly graded mixture of washed or crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
  - I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
  - J. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.
  - K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

# 2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Non-woven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  - 1. Survivability: Class 2; AASHTO M 288.
  - 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
  - 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
  - 4. Tear Strength: 56 lbf; ASTM D 4533.
  - 5. Puncture Strength: 56 lbf; ASTM D 4833.
  - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
  - 7. Permittivity: 0.2 per second, minimum; ASTM D 4491.
  - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
  - 1. Survivability: Class 2; AASHTO M 288.
  - 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
  - 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
  - 4. Tear Strength: 90 lbf; ASTM D 4533.
  - 5. Puncture Strength: 90 lbf; ASTM D 4833.
  - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
  - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

#### 2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material as follows:
  - 1. Portland Cement: ASTM C 150, Type II.
  - 2. Fly Ash: ASTM C 618, Class C or F.
  - 3. Normal-Weight Aggregate: ASTM C 33, 3/4-inch to 3/8-inch nominal maximum aggregate size.
  - 4. Foaming Agent: ASTM C 869.
  - 5. Water: ASTM C 94/C 94M.
  - 6. Air-Entraining Admixture: ASTM C 260.
- B. Produce low-density, controlled low-strength material with the following physical properties:
  - 1. As-Cast Unit Weight: 30 to 36 lb/cu. ft. at point of placement, when tested according to ASTM C 138/C 138M.
  - 2. Compressive Strength: 80 psi , when tested according to ASTM C 495.

#### 2.4 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows when required by utility purveyor:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

# 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

# 3.3 EXPLOSIVES

A. Explosives: Explosives are not permitted on this project.

# 3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 24 inches outside of concrete forms other than at footings.
    - b. 12 inches outside of concrete forms at footings.
    - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    - e. 6 inches beneath bottom of concrete slabs on grade.
    - f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

# 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  - Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
  - 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

# 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades. Fill placed on existing ground for site walks, pavements and all other improvements shall be placed on 1 foot of processed and recompacted existing material.

# 3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
  - 3. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

#### 3.8 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons or vehicle with similar unit axel weight.
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices and changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

# 3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
  - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

#### 3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations.

#### 3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

#### 3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete."
- D. Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 12 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.
- E. Place and compact initial backfill of subbase material or satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.

- 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the utility pipe or conduit.
- G. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- H. All utility trench backfill shall comply with the plans and specification and any additional requirements of the utility purveyor who will own them at the time they are accepted by the purveyor. See utility purveyors or city standards for additional backfill material requirements.
- I. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- J. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- K. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

# 3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use structural fill.
  - 4. Under building slabs, use structural fill.
  - 5. Under footings and foundations, use structural fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

# 3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

## 3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 12-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers. Reduce loose depths as needed to achieve required compactions.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
  - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent if in landscaping areas or 95 percent if under structures, pavements, or walks.

# 3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch
  - 3. Pavements: Plus or minus 1/2 inch
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

#### 3.17 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
  - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends where called for on details and on plans.
  - 2. Place base course material over subbase course under hot-mix asphalt pavement.
  - 3. Shape subbase and base course to required crown elevations and cross-slope grades.

- 4. Place subbase and base course 6 inches or less in compacted thickness in a single layer.
- 5. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
- 6. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698 or ASTM D 1557.
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698 or ASTM D 1557 where called for on project plans.

# 3.18 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  - 2. Place drainage course 6 inches or less in compacted thickness in a single layer.
  - 3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  - 4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

# 3.19 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.

- 2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for each 100 feet or less of wall length, but no fewer than 2 tests.
- 3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

# 3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

# 3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
  - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

# SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

# 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 temporary excavation support and protection systems.
- B. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation and Photographic Documentation" for recording preexisting conditions and excavation support and protection system progress.
  - 2. Division 01 Section "Temporary Facilities and Controls" for temporary utilities and support facilities.
  - 3. Division 31 Section "Dewatering" for dewatering system for excavations.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
  - 1. Delegated Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
  - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
  - 4. Monitor vibrations, settlements, and movements.

# 1.4 SUBMITTALS

- A. Shop Drawings: For excavation support and protection system.
- B. Delegated-Design Submittal: For excavation support and protection system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Coordinate first paragraph below with qualification requirements in Division 01 Section "Quality Requirements." Qualification Data: For qualified professional engineer.
- D. Other Informational Submittals:
  - 1. Photographs or Videotape: Show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems. Submit before Work begins.
  - 2. Record Drawings: Identifying and locating capped utilities and other subsurface structural, electrical, or mechanical conditions.
    - a. Note locations and capping depth of wells and well points.

### 1.5 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to excavation support and protection system including, but not limited to, the following:
    - a. Geotechnical report.
    - b. Existing utilities and subsurface conditions.
    - c. Proposed excavations.
    - d. Proposed equipment.
    - e. Monitoring of excavation support and protection system.
    - f. Working area location and stability.
    - g. Coordination with waterproofing.
    - h. Abandonment or removal of excavation support and protection system.

#### 1.6 PROJECT CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
  - 1. Notify Architect no fewer than two days in advance of proposed interruption of utility.
  - 2. Do not proceed with interruption of utility without Architect's, Construction Manager's, and Owner's written permission.
- B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from the data.
  - 1. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection.
  - 2. The geotechnical report is referenced elsewhere in the Project Manual.
- C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

1. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.
- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Steel Sheet Piling: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.
  - 1. Corners: Site-fabricated mechanical interlock or Roll-formed corner shape with continuous interlock.
- D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of size and strength required for application.
- E. Shotcrete: Comply with Division 03 Section "Shotcrete" for shotcrete materials and mixes, reinforcement, and shotcrete application.
- F. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.
- G. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- H. Tiebacks: Steel bars, ASTM A 722/A 722M.
- I. Tiebacks: Steel strand, ASTM A 416/A 416M.

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
  - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

- 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces are not impeded.
- D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- E. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

### 3.2 SOLDIER PILES AND LAGGING

- A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.
- C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

#### 3.3 SHEET PILING

A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock to form a continuous barrier. Accurately place the piling, using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer. Limit vertical offset of adjacent sheet piling to 60 inches. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment. Cut tops of sheet piling to uniform elevation at top of excavation.

#### 3.4 TIEBACKS

- A. Tiebacks: Drill, install, grout, and tension tiebacks. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.
  - 1. Test loading shall be observed by a qualified professional engineer responsible for design of excavation support and protection system.
  - 2. Maintain tiebacks in place until permanent construction is able to withstand lateral soil and hydrostatic pressures.

#### 3.5 BRACING

- A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.
  - 1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
  - 2. Install internal bracing, if required, to prevent spreading or distortion of braced frames.
  - 3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

#### 3.6 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.
  - 1. Remove excavation support and protection systems to a minimum depth of 48 inches (1200 mm) below overlaying construction and abandon remainder.
  - 2. Fill voids immediately with approved backfill compacted to density specified in Division 31 Section "Earth Moving."
  - 3. Repair or replace, as approved by Architect, adjacent work damaged or displaced by removing excavation support and protection systems.
- B. Leave excavation support and protection systems permanently in place.

END OF SECTION 315000

321313 CONCRETE PAVING328400 IRRIGATION SYSTEMS329300 LANDSCAPE PLANTING

# EXTERIOR IMPROVEMENTS 32 division

SANDERS ASSOCIATES ARCHITECTS

#### SECTION 321313 CONCRETE PAVING

#### 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. This Section includes exterior cement concrete pavement for the following:
  - 1. Driveways and roadways.
  - 2. Irrigation Pond Lining
  - 3. Walkways.
- B. Related Sections include the following:
  - 1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
  - 2. Division 31 Section "Earth Moving" for subgrade preparation, grading, and subbase course.
  - 3. Division 32 Section "Decorative Concrete Paving" for surface-imprinted, stamped finished concrete pavement.
  - 4. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.

#### 1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Samples: 10-lb sample of exposed aggregate.
- D. Qualification Data: For manufacturer and testing agency.

- E. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
  - 1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- F. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Fiber reinforcement.
  - 4. Admixtures.
  - 5. Curing compounds.
  - 6. Applied finish materials.
  - 7. Bonding agent or epoxy adhesive.
  - 8. Joint fillers.
- G. Field quality-control test reports.
- H. Minutes of preinstallation conference.

### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Mockups: Cast mockups of full-size sections of concrete pavement to demonstrate typical joints, surface finish, texture, color, and standard of workmanship.
  - 1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

- 3. Obtain Architect's approval of mockups before starting construction.
- 4. Maintain approved mockups during construction in an undisturbed condition as a standard for judging the completed pavement.
- 5. Demolish and remove approved mockups from the site when directed by Architect.
- 6. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
  - 1. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:
  - a. Contractor's superintendent.
  - b. Independent testing agency responsible for concrete design mixtures.
  - c. Ready-mix concrete producer.
  - d. Concrete pavement subcontractor.

### 1.6 **PROJECT CONDITIONS**

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

## 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. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  - 2. Products: Subject to compliance with requirements, provide one of the products specified.
  - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
  - 4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

## 2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

- 1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. 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.

#### 2.3 STEEL REINFORCEMENT (NO REINFORCEMENT USED FOR FLATWORK)

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- D. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- E. Plain Steel Wire: ASTM A 82.
- F. Deformed-Steel Wire: ASTM A 496.
- G. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- H. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.

I. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

- J. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

#### 2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement and as specified in Division 3 except that for exterior concrete, the minimum compressive strength is 4500 psi at 28 days.

#### OWTC Parking Islands and Storm Drainage

- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate, uniformly graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar pavement applications and service conditions using similar aggregates and cementitious materials and the referenced projects locations and approximate quantities.
  - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.5 FIBER REINFORCEMENT

- A. Synthetic Fiber: Provide fiber reinforcement in all concrete paving for vehicular traffic excluding curb and gutter. Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.
  - 1. Products:
  - a. Monofilament Fibers:
    - 1) Axim Concrete Technologies; Fibrasol IIP.
    - 2) Euclid Chemical Company (The); Fiberstrand 100.
    - 3) FORTA Corporation; Forta Mono.
    - 4) Grace, W. R. & Co.--Conn.; Grace MicroFiber.
    - 5) Metalcrete Industries; Polystrand 1000.
    - 6) SI Concrete Systems; Fibermix Stealth.
  - b. Fibrillated Fibers:
    - 1) Axim Concrete Technologies; Fibrasol F.
    - 2) FORTA Corporation; Forta.
    - 3) Euclid Chemical Company (The); Fiberstrand F.
    - 4) Grace, W. R. & Co.--Conn.; Grace Fibers.
    - 5) SI Concrete Systems; Fibermesh.

#### 2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
  - 1. Products:
  - a. Axim Concrete Technologies; Cimfilm.
  - b. Burke by Edeco; BurkeFilm.
  - c. ChemMasters; Spray-Film.
  - d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
  - e. Dayton Superior Corporation; Sure Film.
  - f. Euclid Chemical Company (The); Eucobar.
  - g. Kaufman Products, Inc.; Vapor Aid.
  - h. Lambert Corporation; Lambco Skin.
  - i. L&M Construction Chemicals, Inc.; E-Con.
  - j. MBT Protection and Repair, ChemRex Inc.; Confilm.
  - k. Meadows, W. R., Inc.; Sealtight Evapre.
  - I. Metalcrete Industries; Waterhold.
  - m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
  - n. Sika Corporation, Inc.; SikaFilm.
  - o. Symons Corporation; Finishing Aid.
  - p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
  - 1. Products:
  - a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
  - b. Burke by Edoko; Aqua Resin Cure.
  - c. ChemMasters; Safe-Cure Clear.
  - d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
  - e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
  - f. Euclid Chemical Company (The); Kurez DR VOX.
  - g. Kaufman Products, Inc.; Thinfilm 420.
  - h. Lambert Corporation; Aqua Kure-Clear.
  - i. L&M Construction Chemicals, Inc.; L&M Cure R.
  - j. Meadows, W. R., Inc.; 1100 Clear.
  - k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
  - I. Symons Corporation; Resi-Chem Clear.
  - m. Tamms Industries Inc.; Horncure WB 30.
  - n. Unitex; Hydro Cure 309.

- o. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.
- F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.
  - 1. Products:
  - a. Anti-Hydro International, Inc.; AH Curing Compound #2 WP WB.
  - b. Burke by Edoco; Resin Emulsion White.
  - c. ChemMasters; Safe-Cure 2000.
  - d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
  - e. Dayton Superior Corporation; Day-Chem White Pigmented Cure (J-10-W).
  - f. Euclid Chemical Company (The); Kurez VOX White Pigmented.
  - g. Kaufman Products, Inc.; Thinfilm 450.
  - h. Lambert Corporation; Aqua Kure-White.
  - i. L&M Construction Chemicals, Inc.; L&M Cure R-2.
  - j. Meadows, W. R., Inc.; 1200-White.
  - k. Symons Corporation; Resi-Chem White.
  - I. Tamms Industries, Inc.; Horncure 200-W.
  - m. Unitex; Hydro White.
  - n. Vexcon Chemicals, Inc.; Certi-Vex Enviocure White 100.

## 2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.
- B. Color stain: Match Architect's sample or as selected by Architect from manufacturer's full range of stains.
- C. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- D. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- E. 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 requirements, and as follows:
  - 1. Types I and II, non-load bearing and types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- F. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.
  - 1. Products:
  - a. Burke by Edeco; True Etch Surface Retarder.

- b. ChemMasters; Exposee.
- c. Conspec Marketing & Manufacturing Co., Inc.; Delay S.
- d. Euclid Chemical Company (The); Surface Retarder S.
- e. Kaufman Products, Inc.; Expose.
- f. Metalcrete Industries; Surftard.
- g. Nox-Crete Products Group, Kinsman Corporation; Crete-Nox TA.
- h. Scofield, L. M. Company; Lithotex.
- i. Sika Corporation, Inc.; Rugasol-S.
- j. Vexcon Chemicals, Inc.; Certi-Vex Envioset.
- G. Pigmented Mineral Dry-Shake Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.
  - 1. Products:
  - a. Conspec Marketing & Manufacturing Co., Inc.; Conshake 600 Colortone.
  - b. Dayton Superior Corporation; Quartz Tuff.
  - c. Euclid Chemical Company (The); Surflex.
  - d. Lambert Corporation; Colorhard.
  - e. L&M Construction Chemicals, Inc.; Quartz Plate FF.
  - f. MBT Protection and Repair, ChemRex Inc.; Mastercron.
  - g. Metalcrete Industries; Floor Quartz.
  - h. Scofield, L. M. Company; Lithochrome Color Hardener.
  - i. Symons Corporation; Hard Top.
  - 2. Color: Match Architect's sample or as selected by Architect from manufacturer's full range.
- H. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8inch sieve and 85 percent retained on a No. 8 sieve.
- I. Sealer: Apply Euco Guard 100 Weatherproofing Siloxane Sealer or Engineer Approved Equal Sealant to all concrete pavement and pedestrian walks on the site.

#### 2.8 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or II or AASHTO M 248, Type N or F.
  - 1. Color: White, Yellow, Blue, Black. See Section 321216 for color locations.
- B. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 45 minutes.
  - 1. Color: White, Yellow, Blue, Black. See Section 321216 for color locations.
- C. Glass Beads: AASHTO M 247, Type 1.
- D. All striping on concrete pavement shall be underlayed by a black stripe of equal dimensions plus one inch on all sides.

#### 2.9 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 4500 psi
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45
  - 3. Select slump limit from options in subparagraph below or revise to suit Project.
  - 4. Slump Limit: 4 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 5-8 percent nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture, high-range, water-reducing admixture, high-range, water-reducing and retarding admixture, plasticizing, and retarding admixture in concrete, as required, for placement and workability.
  - 2. Specify admixtures as part of submittal. Verify that admixtures proposed do not adversely effect stained concrete and will not modify colors of stain.
  - 3. Coordinate acceptability of admixtures with architect.
- F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements as follows:
  - 1. Fly Ash or Pozzolan: 25 percent.
  - 2. Ground Granulated Blast-Furnace Slag: 50 percent.
  - 3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- G. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. where specified and approved in mix submittal.
- H. Color Stain: Add stain to concrete per manufacturers recommendations and to meet color required by architect and owner on areas of stained concrete.

#### 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For concrete mixes larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons or similar axel weight vehicle.
  - 3. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earth Moving."
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

#### 3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

#### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

#### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

#### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
  - 2. All joints to be sealed and protected within 15 days of their initial construction. The contractor shall protect the joints during the 15days prior to sealing from weather and damage.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
  - 2. Provide tie bars at sides of pavement strips where indicated.

- 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
- 5. 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.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals shown on the jointing plan or as directed by the Architect, unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
  - 3. Doweled Contraction 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.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

#### 3.6 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.

- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site.
- F. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.
- J. Screed pavement surfaces with a straightedge and strike off
- K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- L. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
- M. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

- 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
- N. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.
- O. 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 air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- P. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to 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. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
- Q. Placement of concrete paving shall not exceed 250 Cubic Yards per day without prior approval from the Architect and Engineer. The contractor shall notify the Architect 48 hours prior to any placement of concrete pavement of over 100 Cubic Yards.

#### 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with powerdriven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.

- 2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across floatfinished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
- 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating floatfinished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- 4. Coordinate with architect the locations of each type of finish.

## 3.8 SPECIAL FINISHES

- A. Pigmented Mineral Dry-Shake Hardener Finish: After initial floating, apply dry-shake materials to pavement surface according to manufacturer's written instructions and as follows:
  - 1. Uniformly spread dry-shake hardener at a rate of 100 lb/100 sq. ft. unless greater amount is recommended by manufacturer to match pavement color required.
  - 2. Uniformly distribute approximately two-thirds of dry-shake hardener over pavement surface with mechanical spreader, allow to absorb moisture, and embed by power floating. Follow power floating with a second dry-shake hardener application, uniformly distributing remainder of material at right angles to first application to ensure uniform color, and embed by power floating.
  - 3. After final floating, apply a hand-trowel finish followed by a broom finish to concrete.
  - 4. Cure concrete with curing compound recommended by dry-shake hardener manufacturer. Apply curing compound immediately after final finishing.
- B. Coordinate the locations of finishes with the architect and owner prior to placing concrete.

## 3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to 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.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  - 1. Moist 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. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

## 3.10 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
  - 1. Elevation: 1/4 inch.
  - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
  - 3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/4 inch.
  - 4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
  - 5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
  - 6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
  - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
  - 8. Joint Spacing: 3 inches.
  - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.
  - 10. Joint Width: Plus 1/8 inch, no minus.

### 3.11 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete pavement to cure for 14 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
  - 1. Spread glass beads uniformly into wet pavement markings at a rate of 6 lb/gal.

## 3.12 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

- B. Testing Services: 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 at least 1 composite sample for each 100 cu. yd. or 5000 sq. ft. or fraction thereof of each concrete mix placed each day.
  - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 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 mix. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 4. Concrete Temperature: ASTM C 1064; 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. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressivestrength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. 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.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. 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.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

#### 3.13 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

## SECTION 328400 - IRRIGATION SYSTEMS

## PART I – GENERAL

## 1.1 SUMMARY

- A. SECTION INCLUDES
  - 1. Repair irrigation system including piping, drip emitters, tubing, accessories, controls, and wiring.
- B. RELATED SECTIONS
  - 1. Section 31 2000 Earth Moving
  - 2. Section 32 9300 Landscape Planting
  - 3. Section 33 0000 Utilities

## 1.2 REFERENCES

- A. American Society of Testing Materials (ASTM):
  - 1. D1784 Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
  - 2. D2241 Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
  - 3. D2466 Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40

#### 1.3 SYSTEM REQUIREMENTS

- A. Irrigation systems to be furnished and installed a subcontract to section 32 9300 Landscape planting.
- B. IRRIGATION HEAD LAYOUT
  - 1. Design location of irrigation heads, drip tubing, and emitters may be adjusted slightly in the field as necessary to meet actual site conditions and to avoid planting and obstructions such as utility boxes, signs light poles and fire hydrants.
- C. WATER COVERAGE
  - 1. Drip zones shall be installed per plan with the specified number of emitters at the specified spacing.
- D. MINIMUM WORKING PRESSURE
  - 1. Mainline piping with a minimum working pressure of 150 psig.
  - 2. Circuit and drain piping with a minimum working pressure of 100 psig.
- 1.4 SUBMITTALS

- A. Product data including pressure loss, pressure rating, rated capacity, and electrical data of the following equipment to be used on the project:
  - 1. Valve boxes
  - 2. Dripline
  - 3. circuit pipe, fittings and restraints.

## 1.5 QUALITY ASSURANCE

- A. Comply with requirements of water utility service
- B. Comply with all applicable codes, laws and ordinances that apply to irrigation systems.
- C. Installer Qualifications: Irrigation contractor must have a minimum of 5 years of experience and has completed 5 irrigation systems of similar size using similar materials. Irrigation contractor shall be able to supply proof of a successful performance record.
- D. Listing, labeling
  - 1. Listing, label or other marking on equipment that has been made to specific standards.
  - 2. Listing and Labeling: Equipment, specialties, and accessories that are listed and labeled.
  - 3. The Terms "Listed" and "Labeled": As defined in "National Electrical Code," Article 100.
  - 4. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.
- E. Product Options: The design of irrigation head spacing, pipe sizing, and valving is based on specific manufacturers and models. Substitutions may be considered provided that the proposed substituted equipment is equal in performance, throw radius, flow rates, and pressure ratings. Substituted equipment may not be cause for a redesign of any portion of the irrigation system. The burden of proof of product equality is on the Contractor. The Landscape Architect will make a determination of any proposed substitutions prior to the bid. No requests for substitutions will be reviewed after bids have been received by the Owner.

## 1.6 PROJECT CONDITIONS

- A. Verify existing utility locations and verify that irrigation system piping may be installed in compliance with original design and referenced standards.
- B. Installation of the irrigation system may begin after the grading of the subgrade has been approved and the site is free of construction debris. Report to the Landscape Architect any unsatisfactory conditions.
- C. Reports on subsurface condition investigations made during design of the project are available for informational purposes only; data in reports are not intended as

representations or warranties of accuracy or continuity of conditions (between soil borings). Owner assumes no responsibility for interpretations or conclusions drawn from this information.

## 1.7 SEQUENCING AND SCHEDULING

- A. Maintain uninterrupted water service to adjacent users during normal irrigation hours. Arrange for temporary water shutoff with Owner and neighbors.
- B. Coordinate work with landscape work specified in Section 32 9300 -Landscape Planting and with work specified in Section 33 0000 Utilities

## 1.8 EXTRA MATERIALS

- A. Extra materials shall be delivered to the Owner. Extra materials shall be identical to the equipment installed on the project. Materials shall be packaged in the original shipping boxes if available and packaged to prevent damage. Boxes shall be taped closed and the contents of the box shall be clearly marked on the outside.
- B. Dripper Tube: Furnish 250 feet of pipe for every 2500 feet installed with a minimum of 250'

## 1.9 WARRANTY/GUARANTEE

- A. Contractor will guarantee all workmanship and materials of the irrigation system for the period of one year after the final acceptance of the irrigation system. Contractor shall repair or replace any defect in workmanship or material within seven days after receiving written notice from the owner or the owner's representative. Contractor shall make warranty repairs at his own expense. If the contractor fails to make repairs within seven days, the owner shall make the repairs at the contractor's expense. In case of emergency, where the Owner determines that a delay presents a hazard or could result in serious loss or damage, the Owner may make repairs at the contractor's expense after a verbal communication with the contractor, without written notice.
- B. The guarantee shall be in the form of a letter from the Contractor addressed to the Owner. The letter shall incorporate the language stated above and be signed by an authorized officer/agent or Owner of the Contractor.
- C. During the guarantee period, the Contractor will drain the system in the fall and put the system back into operation in the spring. This work shall be done in the presence of the Owner's representative and maintenance personnel.

## 1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.
- B. Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends, both threaded or plain.
- C. Store and handle materials to prevent damage and deterioration.

D. Provide secure, locked storage for valves, sprinkler heads, and similar components that cannot be immediately replaced, to prevent installation delays.

## PART II – PRODUCTS

- 2.1 PIPES, TUBES, AND FITTINGS
  - A. MANUFACTURES
    - 1. J-M Manufacturing Company, Inc.
    - 2. Pacific Western Extruded Plastics Co.
    - 3. Eagle Pacific Industries, Inc.
    - 4. The Harrington Corporation (HARCO)
    - 5. Sigma
    - 6. Leemco
    - 7. Spears
    - 8. Lasco
    - 9. Nibco
  - B. Irrigation Mainline Pipe
    - 1. 4" and larger:
      - a. Pipe: ASTM D 2241, PVC Class-200, SDR-21, 260 psig.
      - b. Joint: ASTM D 2241, PVC Class-200 bell end.
      - c. Fitting: ASTM A 3139, ASTM A-536, Deep socket cast iron.
      - d. Joint Restraints: UNI-B-13-94, grip ring pipe restraints.
      - e. Flanges: ASME B16.24, Class 150, cast bronze.
    - 2. 3" and smaller:
      - a. Pipe: ASTM D 1785, PVC 1120, Schedule 40, 160 psig.
      - b. Joints: ASTM D2241 Schedule 40 bell end
      - c. Fittings: ASTM D 2466 Schedule 40 Socket type

## C. Irrigation Lateral Pipe

- 1. Pipe: ASTM D 1785, PVC 1120, Schedule 40, 160 psig.
- 2. Joints: ASTM D2241 bell end
- 3. Fittings: ASTM D 2466 Schedule 40 Socket type
- D. Manifold pipe
  - 1. Pipe: ASTM D 1785, PVC 1120 compound, Schedule 80.
  - 2. Socket Fittings: ASTM D 2467, Schedule 80 Socket
  - 3. Threaded Fittings: ASTM D 2464. Schedule 80:
- 2.2 JOINING MATERIALS

- A. Solvent Cement: ASTM F656 primer and ASTM D2564 solvent cement in color other than orange.
- B. Gaskets for Plastic Flanged Joints: Materials recommended by plastic pipe and fittings manufacturer.
- C. Gaskets for Plastic Joints: Trans gaskets as recommended the fittings manufacturer.
- 2.3 VALVES
  - A. Plastic Ball Valves: Polyvinyl Chloride (PVC) Plastic, with 150 psig (1035 kPa) minimum pressure rating, ends compatible to piping where valve is to be installed, and tee handle.
    - 1. Manufacturers:
      - a. Spears Manufacturing
      - b. Nibco, Inc.
      - c. Matco-Norca
  - B. Ball Valves: Ball valves shall be solid bronze meeting Federal Specification WW-V-35C, TYPE II, COMPOSITION: BZ, STYLE: 3. Size shall be the same size as the main line on which it is installed. Valves shall be installed on the up-stream side of the electric remote control valve manifold and in the same valve box.
    - 1. Manufacturers:
      - a. Nibco, Inc.
      - b. Stockham Valves & Fittings, Inc.
      - c. Waterous Co.
  - C. Drain Valves: All drain valves shall be <sup>3</sup>/<sub>4</sub>" brass full turn ball cocks and installed as per details on the Drawings. Valves shall be tested for 150 psi working pressure. This valve is to be installed on mainlines only.
    - 1. Manufacturers:
      - a. Ford Meter Box Co., Inc.
      - b. Hays Div., Romac Industries
      - c. Mueller Co., Grinnel Corp.
  - A. Valve Boxes: Polyethylene (PE), acrylonitrile-butadiene-styrene (ABS), fiberglass, polymer concrete, or precast concrete box and cover. Size as required for application. Lid color to match surrounding landscape surface.
    - 1. Drainage Backfill: Cleaned gravel or crushed stone, graded form 3-inches (75 mm) maximum to <sup>3</sup>/<sub>4</sub>-inch (19 mm) minimum.
    - Valve boxes shall be of sufficient size to house one (1) electric remote control valves with unions, and still allow room for maintenance without having to excavate or perform similar operations. Boxes shall have lock down lids and shall meet ASTM D638 for tensile strength of 4,300 pounds per square inch.
    - 3. Manufactures:
      - a. Ametek by Plymouth Products Div., AMTETK

- b. Brooks Products, Inc. Polyplastics Div.
- c. Carson Industries, Inc.
- d. DFW/HPI by Hefco Plastics, Inc.
- e. Rain Bird Sprinkler Mfg. Corp.

## 2.2 DRIP TUBING

- A. 17 MM polyethylene tubing with pressure compensating in-line emitters with check valves spaced evenly along the length of the tubing.
  - 1. Manufacturers:
    - a. Netafim Irrigation Inc.
- 2.3 AUTOMATIC CONTROL SYSTEM
  - A. Description: Maintain and protect and repair existing controller, and wires.

## 2.4 WIRING

- A. Irrigation control wires: UL 493, solid copper conductor, polyethylene insulated cable, suitable for direct burial. 14 AWG minimum, between valves and controllers.
- B. Wire Connectors: 3M DBRY-6 Direct Bury Splice Kit.

## Part III - EXECUTION

## 3.1 SITE CONDITIONS

- A. Verify water supply location, size and pressure.
- B. Inspect site to ensure that it is free of large rocks, plant material, and construction debris.
- C. Verify that the site has been rough graded to the proper subgrade elevations.

## 3.2 PREPARATION

A. Set stakes or flags to identify proposed sprinkler locations. Obtain Landscape Architect's approval before excavation.

## 3.3 PIPING APPLICATIONS

- A. Refer to Part 2 of this Section for detailed specifications for pipe and fittings products listed below. Use pipe, tube, fittings, and joining methods according to the following applications. Piping in pits and aboveground may be joined with flanges instead of joints indicated.
- B. Pressure Piping Underground: Use the following:
  - 1. 3-inches and smaller: Schedule 40 PVC plastic pipe, and schedule 40, PVC plastic socket-type pipe fittings and solvent-cemented joints.

- C. Circuit Piping: Use the following:
  - 1. All Sizes: Schedule 40 PVC plastic pipe, and schedule 40, PVC plastic socket-type pipe fittings and solvent-cemented joints.
- D. Branches and Offsets at Sprinkler and Devices: Schedule 80 PVC plastic pipe with threaded ends and schedule 80 PVC plastic threaded fittings and threaded joints.
- E. Drain Piping: Schedule 40 PVC plastic pipe, and schedule 40, PVC plastic socket-type pipe fittings and solvent-cemented joints.
- F. Sleeves: Schedule 40 PVC plastic pipe, and schedule 40, PVC plastic socket-type pipe fittings and solvent-cemented joints.
- 3.4 JOINT CONSTRUCTION
  - A. Flanged Joints: Align flanges and install gaskets. Assemble joints by sequencing bolt tightening. Use lubricant on bolt threads.
  - B. Threaded Joints: Thread pipes with tapered pipe threads according to ASME B1.20.1, apply tape or joint compound, and apply wrench to valve ends into which pipes are being threaded.
  - C. PVC Piping Gasketed Joints: Construct joints between underground AWWA-type, castiron valves and NPS PVC pipe; with elastomeric seals that fit pipe diameter and valve ends; and lubricant, according to ASTM D 3139.
  - D. PVC Piping Solvent-Cemented Joints: Construction joints according to ASTM D 2672 and ASTM D 2855.
    - 1. Handling of Solvent Cements, Primers, and Cleaners: Comply with procedures in ASTM F 402 for safe handling when joining plastic pipe and fittings with solvent cements.
- 3.5 PIPING SYSTEMS COMMON REQUIREMENTS
  - A. General Locations and Arrangements: Drawings indicated general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, and in other design considerations. Install piping as indicated, except where deviations to layout are approved on coordination drawings.
  - B. Install piping at a uniform slope of 6-inches per 100-feet (1:200) minimum, down to drain points.
  - C. Install components having pressure rating equal to or greater than system operating pressure.
  - D. Install piping free of sags and bends.
  - E. Locate groups of pipes parallel to each other, spaced to permit valve servicing.

- F. Install fittings for changes in direction and branch connections.
- G. Piping Connections: Except as otherwise indicated make piping connections as specified below.
  - 1. Install unions, in piping 2-inches (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment having 2-inch (DN 50) or smaller threaded pipe connection.
  - Install flanges, in piping 2½-inches (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment having flanged pipe connection.
    Install dielectric fittings to connect piping of dissimilar metals.

## 3.6 TRENCHES:

- A. Trenches shall be dug as wide and deep as necessary to properly place the sprinkling system according to the requirements herein. Any rock uncovered in this excavation shall not be left in the backfill. All excess rock shall be removed from the site by this Contractor and legally disposed of off the property. All trenches shall be backfilled and compacted to insure no settling of the surface, after the lawn is planted.
- B. If backfill soil is rocky or lumpy, protect the pipe and the pipe conduit with 8" of sand or loose, rock free, soil under, over and on sides of pipe. Avoid putting large rocks against pipe during backfilling operation.
- C. All trenches must be compacted to 90% in 6" lifts and watered in. Lines from control valves shall be installed after topsoil is in place and properly graded.
- D. This Contractor, in placing the sprinkling lines, etc., may uncover material not suitable for finished grading. This material shall be removed from the site by this Contractor. After the installation of the lines, the finished grading shall be smoothed over and restored to its original condition, using additional topsoil at this Contractor's expense, if this is necessary. The upper 6" of topsoil removed in the excavation of trenches for pipeline shall be conserved and kept separate from subsoil and reinstalled without mixing with other soil.
- E. Trenches where more than one pipe is to be installed, a distance of 6" is to be maintained between each pipe.
- F. All trenches are to be 12" away from all curbs, buildings and sidewalks.
- 3.7 PIPING INSTALLATION
  - A. Install underground polyvinyl chloride (PVC) plastic pipe according to ASTM D 2774.
  - B. Lay piping on solid sub-base, uniformly sloped without humps or depressions.
    - 1. Slope circuit piping down toward drain valve minimum of <sup>1</sup>/<sub>2</sub>-inch in 10-feet (1:240).
    - 2. Install polyvinyl chloride (PVC) plastic pipe in dry weather when temperature is above 40 deg. F (4 deg. C). Allow joints to cure at least 24-hours at temperature

above 40 deg. F (4 deg. C) before testing, unless otherwise recommended by manufacturer.

- C. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel and crushed stone, graded from 3-inches (75 mm) to ¾-inch (19mm) minimum, drain material to 12-inches (300 mm) below grade. Cover drain material with sheet of ASTM D 226, Type II, asphalt-saturated felt and backfill remainder with excavated material. Drain pocket to be minimum 6 cubic feet.
- D. Minimum Cover: Provide following minimum cover over top of buried piping:
  - 1. Pressure Piping: Greater depth of minimum of 24-inches (600 mm) below finished grade.
  - 2. Circuit Piping: 15-inches (380 mm).
  - 3. Drain Piping: 24 inches (380 mm).
  - 4. Sleeves: 24-inches (600 mm).
  - 5. Install piping under sidewalks and paving in sleeves.
- 3.8 MANUAL FLUSH VALVES:
  - A. These valves serve to provide flushing during installation and in case of major breaks or contaminations in the system. They shall be installed one for every auto line flush valve, at grade and directly adjacent to the auto flush valves in a separate box.
- 3.9 VALVE APPLICATIONS
  - A. Drawings indicate valve types to be used. Where specific valve types are not indicated, following requirements apply:
    - 1. Buried Valves 3-inches (DN 80) and Larger: AWWA, gate valves, non-rising stem, with stem nut and valve box.
    - 2. Buried Valves 2-inches (DN 50) and Smaller: Bronze-body, curb stop, with tee head, service box and shutoff rod.
- 3.10 VALVE INSTALLATION
  - A. Valves: Install underground valves in valve boxes.
    - 1. Install valves and polyvinyl chloride (PVC) pipe with restrained, gasketed joints.
  - B. Curb Stops: Install underground curb stops in service boxes.
  - C. Control and Ball Valves: Install in valve control valve boxes, arranged for easy adjustment and removal. Install unions with one (1) on upstream side at each valve manifold.
- 3.11 FLOW SENSOR

- A. Install the flow sensor as per the detail and the manufacturers' literature and recommendations.
- 3.12 DRIP TUBING INSTALLATION
  - A. Install with PVC headers at both ends of tubing runs.
  - B. Assemble drip tubing system with tubing and fittings designed and manufactured by a single manufacturer.
  - C. Space tubing runs per plan alternating the spacing of the drip emitters.
  - D. Install drip tubing under mulch and beneath weed barrier fabric.

# 3.13 FIELD QUALITY CONTROL

- A. Testing: Perform hydrostatic test of piping and valves before backfilling trenches. Piping may be tested in sections to expedite work.
  - 1. Cap and subject the piping system to a static water pressure of 50 psig (345 kPa) above the operating pressure without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for 4-hours. Leaks and loss in test pressure constitute defects that must be repaired.
  - 2. Repair leaks and defects with new materials and retest system or portion thereof until satisfactory results are obtained.
  - 3. Notify Architect 24 hour in advance of pressure testing so test may be observed.

# 3.14 CLEANING AND ADJUSTING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Carefully adjust lawn sprinklers so they will be flush with, or not more than ½-inch (13 mm) above, finish grade after completion of landscape work.
- D. Adjust settings of controllers and automatic control valves.

# 3.15 COMMISSIONING

- A. Starting Procedures: Follow manufacturer's written procedures. If no procedures are prescribed by manufacturers, proceed as follows:
  - 1. Verify that specialty vales and their accessories have been installed correctly and operate correctly.
  - 2. Verify that specified test of piping are complete.
  - 3. Check that sprinklers and devices are correct type.
  - 4. Check that damaged sprinklers and devices have been replaced with new materials.
  - 5. Check that potable water supplies have correct type backflow preventers.
  - 6. Energize circuits to electrical equipment and devices.
  - 7. Adjust operating controls.

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- B. Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and sprinklers are adjusted to final position.
- C. Provide irrigation system layout and diagram with water zones clearly identified. Layout to be color coded with a maximum of 5 colors for easy legibility. Record water budget for each irrigation control zone and current settings. Provide laminated copy and mount near controller. Verify location with Architect.

# 3.16 DEMONSTRATION

- A. Demonstrate to Architect that system meets coverage requirements and that automatic controls function properly.
- B. Demonstrate to Owner's maintenance personnel operation of equipment, sprinklers, specialties, and accessories. Review operating and maintenance information.
- C. Provide 7-days' written notice in advance of demonstration.

END OF SECTION 32840

## SECTION 329300 - LANDSCAPE PLANTING

## PART I – GENERAL

### 1.1 SUMMARY

- A. The extent of the landscaping development work is shown on the drawings and in schedules. This work includes:
  - 1. Obtaining and paying for permit fees, inspections and tests required for the installation of landscape planting.
  - 2. Providing and placement of all plant material, topsoil, mulch, sod, and miscellaneous materials and maintenance of landscape planting and associated guarantees.
  - 3. Attendance at Pre-Construction Conference
- 1.2 RELATED WORK
  - A. Section 328400 Irrigation Systems
- 1.3 QUALITY ASSURANCE
  - A. Plants shall conform to names indicated on the drawings and plant list and to the nomenclature listed in the American Joint Committee on Horticultural Nomenclature's "Standardized Plant Names", latest edition.
  - B. Size, quality, handling, planting and maintenance of plant materials shall be in accordance with "American Standard for Nursery Stock", ANSI Z60-1996, American Association of Nurserymen, Inc. Minimum acceptable sizes of plants, measured before pruning with branches in normal position, shall conform to measurements specified in the Plant Materials Key.
  - C. Plants shall be subject to the Landscape Architect's inspection and approval at place of growth or upon delivery for conformity to specification requirements. Such approval shall neither preclude right of rejection upon delivery at the site or during progress of work, nor right of rejection at the site due to damage suffered in handling or transportation. Inspection of plants by the Landscape Architect before digging shall be at the option and expense of the Owner.
    - 1. All plant material will be inspected again at time of final inspection and once again at the end of the warranty period.
    - 2. Any plant material found to be unacceptable at any inspection shall be immediately removed and replaced.
  - D. Contractor will provide and pay for materials testing. Testing agency shall be acceptable to the Landscape Architect.
    - 1. Test representative samples of materials proposed for use. Materials used in the work shall be the same materials as tested. Do not use proposed material in the work until test reports have been reviewed by the Landscape Architect and approval obtained to proceed with plant excavations.

- E. Test reports: Provide the following test results of the imported topsoil:
  - 1. Topsoil:
    - a. Mechanical analysis.
    - b. Percentage of organic content.
    - c. Recommendations on the type and quantity of soil nutrient additives required to bring nutrients to a satisfactory level for specified plants.
    - d. Recommendations on the type and quantity of soil additives required to bring the pH of soil to a value of 5.5-7.0 (unless otherwise noted).
    - e. SAR
    - f. Soluble Salts
- F. Landscape work shall be done by a single firm specializing in landscape construction work with minimum 5 years experience completing 5 projects of similar size and complexity.
  - 1. Contractor to provide list of past projects completed during last 3 years at time of first bid proposal.
- 1.4 SUBMITTALS
  - A. Submit a label from the manufacturer's container certifying fertilizer content.
  - B. Submit samples of proposed mulch for use in planting beds.
  - C. Submit complete written maintenance instruction at least 10 days prior to end of maintenance period. Include all requirements for proper care, development and maintenance of planting.
  - D. Submit within 20 days of award of the bid to general contractor a planting schedule stating sources from which said Contractor can provide the plant materials in the quantity and size indicated on the Drawings.
    - 1. Substitutions for plant material that is not obtainable may be proposed in writing prior to bid. Submit written statement from plant materials supplier(s) with proposal for equivalent material for evaluation and acceptance prior to bid.
  - E. Submit contractor's Guarantee Form for Landscape Architect's review.
  - F. Submit anticipated planting schedule.

## 1.5 VERIFICATION OF DIMENSIONS AND QUANTITIES

A. All scaled dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Landscape Architect of any discrepancy between the information on the Drawings and actual conditions, refraining from doing any work on said areas until given approval to do so by the Landscape Architect.
B. Plant quantities listed on the Drawings are for the convenience of the Contractor only and are not guaranteed. All planting indicated on the Drawings will be required.

# 1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Prepare, transport and handle plants to ensure protection against injury. Cover all plants while transporting to the site.
- B. Deliver plants with legible waterproof identification labels.
- C. Temporary storage of new material:
  - 1. No new plants shall remain in temporary storage over the winter or summer. Plants that are not planted immediately shall be protected as follows:
  - 2. Plants shall remain on the site of the work no longer than three days prior to being planted or placed in storage.
  - 3. The earth balls shall be kept moist and their solidity carefully preserved. To prevent drying out or freezing, store plants in a compact group with suitable mulch material placed around and between the balls so they are completely covered. The method of storage of plants and mulch material shall be acceptable to the Landscape Architect.
  - 4. Provide irrigation to stored plants.
- D. Do not use topsoil in frozen or muddy conditions.
- E. Packaged materials shall be delivered in factory labeled containers showing weight, content and manufacturer. Protect all materials from damage and deterioration during delivery and storage at site.
- F. Harvest, deliver and install sod within 24 hours.

# 1.7 GRADING

A. Examine the subgrade, verify the elevations of topsoil, planting mix or mulch. Observe the conditions under which work is to be performed, and notify the Landscape Architect of unsatisfactory conditions. Do not begin landscape work until unsatisfactory conditions have been improved.

## 1.8 EXCAVATION

- A. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the Landscape Architect before planting.
- 1.9 EXISTING UTILITIES
  - A. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required, to minimize possibility of damage

to underground utilities. The Contractor shall have the area "Blue Staked" prior to digging. It is the responsibility of the Contractor to repair or replace any damage caused by its workers at no expense to the Owner.

# 1.10 PLANTING SCHEDULE

- A. Before bidding each bidder shall investigate sources of supply and determine availability of all plants specified on the planting list in size, variety and quantity. Failure to take this precaution will not relieve the successful bidder from responsibility as a contractor to furnish and install all plant material in strict accordance with the contract without additional expense to the Owner.
- B. Prepare a proposed planting schedule for approval by the Landscape Architect. Schedule the dates for each type of landscape work during the normal seasons for such work in the area of the site. Correlate with specified maintenance periods to provide maintenance throughout the specified time period. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
- C. Proceed with and complete the landscape work as rapidly as portions of the site become available, working within the seasonal limitations for each kind of landscape work required.

# 1.11 ESTABLISHMENT, MAINTENANCE, REPLACEMENT, AND GUARANTEE

- A. The establishment period shall begin at the time of planting and will continue for 3 growing months or until the substantial completion walkthrough whichever is longer.
- B. Maintenance shall include but not be limited to watering, weeding, pruning, spraying, adjusting of guys, and lawn maintenance as described herein.
- C. Remove and replace trees found to be unacceptable at the time of substantial completion and at any time during the guarantee period. Replacements shall be made during the guarantee period. Replacements shall be made during the growing season and shall comply with all requirements and specifications. Replacement shall also match specified trees in specie, size, and condition. Any delaying the completion of any item of work in the planting operation which extends the planting into more than one season shall extend the guarantee period accordingly.
- D. Any plants that settle below or rise above the desired finished grades during establishment or guarantee period shall be reset at the proper grades.
- E. The Contractor shall instruct the Owner as to the watering requirements and shall monitor such operations at all times. The Contractor shall be held responsible for failure to monitor the watering requirements and shall be held responsible to replace any or all plants that are lost due to improper application of water.
- F. Maintenance shall include, in addition to the above, cleaning, edging and repair to erosion and all other necessary work of maintenance. Sidewalks and other paved areas shall be kept clean when planting and maintenance are in progress.

- G. Any and all sprinkler lines broken or disrupted during the construction and maintenance period shall be replaced to proper working order and be acceptable to the Owner.
- H. Guarantee all planting for one year following signature of Owner on the final contract payment application.
- I. The Contractor will not be responsible for plants destroyed or lost due to occupancy of the project, or vandalism on the parts of others or if the failure of any plant material can be proven to the Landscape Architect to be beyond the control of the Contractor.
- J. At the end of the guarantee period a final inspection of all planting included in this contract will be made by the Landscape Architect. At that time any plant found not to be in a healthy growing condition, broken, damaged, or not exhibiting the desired characteristics of the plant shall be noted. These noted plants shall be removed as specified above.

# PART 2 – MATERIALS

- 2.1 TOPSOIL
  - A. Topsoil for planting operations shall be harvested and stockpiled on site.
  - B. Topsoil shall not be used for planting operations while in a frozen or muddy condition.

# 2.2 PEAT MOSS

- A. Peat moss used in planting soil preparation: High quality pure Canadian sphagnum peat with a pH value not less than 3.5 nor greater than 6.0 at 25 degrees C. The ash content shall be not more than 10% and water holding capacity shall be not less than 800%.
- 2.3 ORGANIC SOIL CONDITIONER
  - A. Organic soil conditioner shall be composted and nitrogen stabilized Soil-pep by Mt. West Products, Rexburg, Idaho.
- 2.4 BACKFILL
  - A. Backfill soil mixture shall be the following materials well mixed in the specified proportions, which are by volume: 1 part Peat moss, 4 parts topsoil.
- 2.5 COMMERCIAL FERTILIZER TREES AND SHRUBS
  - A. Fertilizer for trees, shrubs and ground cover planting areas shall be slow release type, Osmocote 18-6-12 used according to manufacturer's printed instructions.
- 2.6 PLANT MATERIAL
  - A. All plants are subject to approval regarding size, health, quantity, character, etc. by the Landscape Architect.

- B. The Contractor shall furnish and plant all plants shown on the Drawings, as specified and in quantities as shown. Quantities if shown, are included for the convenience of the Contractor only and the Contractor shall be required to furnish all individual plants in quantities actually located on the Drawings. Each bidder shall investigate the sources of supply and satisfy himself that he can supply all of the plants mentioned in the planting lists in size, variety and quality noted and specified before submitting his bid. Failure to take this precaution will not relieve the successful bidder from his responsibility as Contractor for the furnishing and installing of all the plant material in strict accordance with the contract requirements without additional expense to the Owner.
- C. All plants shall have been grown in nurseries which have been inspected or do not require inspection by the State Department of Agriculture and have complied with all the regulations thereof, in accordance with good horticulture practice.
- D. Plant names used in the Plant Material Key conform to "Standardized Plant Names" by the American Joint Committee of Horticulture Nomenclature, except in cases not covered therein. In these instances, the custom of the nursery trade is followed.
- E. Plant materials shall conform to the Plant Material Key shown on plans and to the requirements of the "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. and shall be typical first-class representatives of their species or variety, and shall have a normal habit of growth, unless specified otherwise. They shall be sound, healthy and vigorous with a well-developed root system.
- F. All plants shall have been grown under climatic condition similar to those in the locality of the project for at least two (2) years and shall have been transplanted or root pruned at least once in the last two (2) years.
- G. All plants shall be number one quantity specimens and shall have a uniform matching caliper, size and canopy, be symmetrical with standard height, spread and branching patterns. No park grade plant material is acceptable.
  - 1. Trees shall have straight single leaders with symmetrical primary branching and considerable well spaced secondary branching filling out the head with no gaps.
- H. Plants shall be marked for identification. Each bundle of plants and at least 25% of each species and variety of separate plants in any one (1) shipment shall have legible labels securely attached before delivery to the site.
- All trees shall be measured when their branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch or root tip to tip. No trees which have had their leaders cut, or so damaged that cutting is necessary, will be accepted. Measure caliper of all trees 4" and larger 12" above the surface of the ground. Measure all trees less than 4" in caliper 6" above finish grade.
- J. All plants shall be symmetrical and shall conform to the size, age and condition as specified on the plant list shown on the Drawings. Exceptions are as follows:

- 1. Plants larger than specified in the plant list may be used if approved by the Architect; but use of such plant shall not increase the contract price. If the use of larger plants is approved, the spread of roots and ball earth shall be increased in proportion to the size of the plant. Bare root plants furnished in size greater than specified shall be balled and burlapped when required by the Landscape Architect.
- 2. Where caliper or other dimensions of any plant materials are omitted from the Plant Material Key, it shall be understood that these plant materials shall be normal stock for type listed and at a minimum, the average size of all the material listed.
- K. Plants shall not be pruned prior to delivery except as authorized by the Landscape Architect. In no case shall trees be topped before delivery.
- L. No plants shall be dug or delivered to the site until the required inspections have been made and the plants or samples approved.
- M. Dig balled and burlapped (BB) plants with firm, natural balls of earth, of diameter not less than specified and of sufficient depth to include all fibrous and feeding roots. No plant moved with a ball will be accepted if the ball is cracked or broken before or during planting operations, except on special approval of the Architect.
- N. Roots or balls or all plants shall be adequately protected at all times from sun and/or drying winds.
  - 1. All balled and burlapped plants which cannot be planted immediately upon delivery shall be set on the ground and shall be well protected with soil, wet moss, or other acceptable material.
  - 2. No plant shall be bound with wire or rope at any time so as to damage the bark or break branches.
- O. Plants marked "cans", "pots" or "other container" on the plant list shall have been grown in the containers for a minimum of six (6) months and a maximum of two years. Roots shall fill the containers but show no evidence of being or having been root bound. Plants shall not be picked up or moved by stem or branches, but shall be lifted and handled from the sides of the containers.
- P. Trees shall have straight trunks and all old abrasions and cuts shall be completely callused over.
- 2.7 GUYING AND STAKING MATERIAL
  - A. Tree stakes: 2" round wood post, 8'long.
  - B. Hose: High quality braided rubber or plastic hose, ¾" diameter and suitable length (Color Black).
  - C. Wire: 12 gauge galvanized steel.
  - D. Guying cable: galvanized steel, #9 gauge, thimbles and clips shall be used for connections and splices.

- E. Turnbuckles: Galvanized or zinc dip painted with an 8" lengthwise opening fitted with eye bolts and spot welded or fitted with a locking device to prevent vandalism.
- F. Guying stakes: 2" x 2" x 4' notched hardwood.
- 2.8 ANTI-TRANSPIRANT
  - A. Anti-TRANSPIRANT solution for horticultural spray application. Use Bio-Plex, by Bioplex Organics, Inc. (800-441-3573).
- 2.9 WATER
  - A. Potable water
- 2.10 MULCHES
  - A. Decorative Stone Mulch: As described on the drawings. Submit physical color samples for approval of owner.
- 2.11 WEED BARRIER FABRIC
  - A. Fabric shall be UV resistant, woven spunbond needle punch, polyproplene, wt. 5 oz, per square yard, color black. Use Dewitt Pro 5 Weed Barrier.
- PART 3 EXECUTION
- 3.1 COORDINATION
  - A. The contractor shall coordinate his work with other contractors on site, and shall cooperate to the fullest extent to see that the work is completed in a timely and workmanship like manner.
- 3.2 INSTALLATION OF TOPSOIL
  - A. Prior to the installation of any topsoil, Contractor shall inspect the existing subgrade for compliance to the specifications regarding elevation, slope, grade and cleanliness. Any deficiency shall be reported to the Landscape Architect. Work begun in any area will acknowledge acceptance of area for Landscape planting.
  - B. When contract operations have been completed to a point where planting areas will not be disturbed, subgrade shall be cleaned free of waste material of all kinds. In all planted areas dig out all to weeds by their roots and remove from site. Scarify and pulverize the subgrade to a depth of not less than 6" inches. Scarification shall be completed in all areas that are to be planted or sodded.
  - C. Do not place topsoil over subgrade that is frozen, damp or muddy.
  - D. Mulched shrub/tree planting areas: Scarify existing topsoil while not disturbing existing tree roots. Mix in compost at a rate of 3 cubic yards per 1000 sf. Spread fertilizer as recommended by topsoil report. Allow 4" for mulch layer.

- E. Surface drainage shall be insured, and if shown, shall be directed in the manner indicated on the drawings by molding the surface to facilitate the run-off water. Fill low spots and pockets with topsoil and grade to drain properly.
- 3.3 The Landscape Architect shall approve the finish grading prior to application of seed, sod or plant material. Make minor adjustments to finish grades at the direction of the Landscape Architect.
- 3.4 TREE AND SHRUB PLANTING
  - A. Prior to planting, fill the excavated planting hole with water and allow to percolate out. If, after 24 hours, the water has not percolated out of the pit, notify the Landscape Architect. Do not plant until the problem has been corrected.
  - B. The planting holes from the bottom to the top of the opening should be the same depth as the root ball. Plants must be placed plumb and straight in the planting hole. The tree planting hole depth shall be determined so that the tree may be set at finish grade, using the top of the root ball as a guide.
  - C. All tree holes shall be backfilled with specified backfill in 12" inch lifts and settled and tamped to minimize any settling of the tree.
  - D. When the root ball is partially backfilled and compacted all burlap, ropes, or wire baskets shall be removed from the sides of the root ball. No burlap shall be pulled from under the root balls of the plants. The plants shall then be watered with a hose to completely soak the roots and the backfilled soil mixture.
  - E. Fertilize with tree and shrub fertilizer according to manufacturer's printed instructions.
  - F. Containers shall be removed from the root balls by cutting with cutters. Do not damage root ball by using trunk or main stem as a handle.
  - G. All plants shall be thoroughly watered immediately following planting. This shall mean full and thorough saturation of all backfill in the pits and beds during the same day of planting. Water shall only be applied by an open end hose at very low pressure to avoid air pockets, injury or washing. When planted, watered, and fully settled, trees shall be vertical.
  - H. The Contractor shall water newly planted trees twice a week for eight weeks. A minimum of five (5) gallons of water per tree is required.
  - The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars and bruises shall be properly treated according to the direction of the Landscape Architect. Proper pruning techniques shall be used. Do NOT leave stubs and do NOT cut the leader branch. Improper pruning shall be cause for rejection of the plant material.
  - J. A 4" deep saucer shall be formed at the edge of plant pit. Water the same day as planted.

- K. Saucer shall not be required when planted where edging is required around plant pits. When trees are planted in lawn areas cut a neat opening in sod that is 36" diameter.
- L. Within 48 hours of planting each plant remove all undesirable material from the surface of the planting beds, including all rocks over the size of 1 ½" diameter. Install the specified mulch to a uniform depth of 3" in the entire planting beds and all tree basins.
- M. This Contractor shall dispose of, off the site, all soil excavated from tree and shrub pits.
- 3.5 TREE STAKING AND GUYING
  - A. Staking of trees shall be done immediately after they are planted. Plants shall stand plumb after staking. All stakes shall be removed by this Contractor at the completion of the guarantee period.
  - B. Trees 2 ½" caliper or less shall be supported by two wood stakes placed diametrically opposite at perimeter line of ball and to sufficient depth to hold tree rigid. Stakes shall be driven vertically. Tree shall be wired to each stake as indicated on staking details. Project tree with rubber hose over wires at points of contact.
- 3.6 CLEAN UP AND PROTECTION
  - A. During landscape work store materials and equipment where directed. Keep pavement clean and work area in an orderly condition.
  - B. Protect landscape areas, work and materials from damage due to operations by other contractors and trades, trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.
  - C. Keep the site free from accumulation of waste material. At the time of completion, all areas must be swept and washed clean and all rubbish removed to the satisfaction of the Landscape Architect.
  - D. Temporary occupancy of the project shall not relieve the contractor of any of the obligations enumerated in the Contract Documents.

# 3.7 FINAL INSPECTION AND ACCEPTANCE

- A. Inspection will be made of the entire site periodically and at the conclusion of the maintenance period required.
- B. The landscape work may be inspected for acceptance in parts agreeable to the Landscape Architect, provided the work offered for inspection is complete, including maintenance and that the area comprises one unit or area of substantial size.
- C. Written notice requesting final inspection shall be submitted to the Landscape Architect at least ten (10) days prior to the anticipated inspection date.
- D. Where inspected landscape work does not comply with the requirement, replace rejected work and continue specified maintenance until re-inspected by the Landscape

Architect and found to be acceptable. Remove rejected plants and materials promptly from the project site.

- E. Final Acceptance: The work under this contract will be accepted upon written approval by the Landscape Architect and the Owner, on the satisfactory completion of all work, including maintenance.
- F. All work done under this contract shall be left in good order to the satisfaction of the Owner and the Landscape Architect and the Contractor shall without additional expense, replace any trees, etc. which develop defects or die within one year of the substantial completion.
  - 1. A written guarantee that covers the above provisions shall be signed by the Contractor and delivered to the Landscape Architect upon acceptance of the work.
  - 2. The guarantee shall not be binding upon the Contractor if any failure should be proved to the satisfaction of the Landscape Architect to result from circumstances or negligence of parties over whom the Contractor has no control.

# 3.8 RECORD DRAWINGS

A. Record Drawings shall be furnished to the Landscape Architect at the time of the substantial completion inspection before a letter documenting Substantial Completion for the landscape planting will be issued.

END OF SECTION 329300

## 334100 STORM UTILITY DRAINAGE PIPING



#### SECTION 334100 - STORM UTILITY DRAINAGE PIPING

## 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. This Section includes gravity-flow, nonpressure storm drainage outside the building, with the following components:
  - 1. Special fittings for expansion and deflection.
  - 2. Cleanouts.
  - 3. Drains.
  - 4. Precast concrete manholes, inlet boxes, catch basins.
  - 5. Cast in place inlet boxes and catch basins and manhole bases over existing pipes.

#### 1.3 DEFINITIONS

- A. PVC: Polyvinyl chloride plastic.
- B. CP: Non-reinforced concrete pipe.
- C. RCP: Reinforced concrete pipe.
- D. HDPE: High Density Polyethylene

#### 1.4 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 10-foot head of water. Pipe joints shall be at least silttight, unless otherwise indicated.

#### 1.5 SUBMITTALS

- A. Product Data: For the following:
  - 1. Special pipe fittings.
  - 2. Drains.
  - 3. Pipes.
- B. Shop Drawings: For the following:
  - 1. Design calculations, and concrete design-mix report for cast-in-place manholes.]

- 2. Catch Basins and Stormwater Inlets. Include plans, elevations, sections, details, and frames, covers, and grates.
- 3. Stormwater Detention Structures: Include plans, elevations, sections, details, frames and covers, design calculations, and concrete design-mix report.
- C. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.
- D. Profile Drawings: Show system piping in elevation. Draw profiles at horizontal scale of not less than 1 inch equals 50 feet and vertical scale of not less than 1 inch equals 5 feet. Indicate manholes and piping. Show types, sizes, materials, and elevations of other utilities crossing system piping.
- E. Field quality-control test reports.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.
- D. Handle catch basins and stormwater inlets according to manufacturer's written rigging instructions.

## 1.7 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
  - 1. Notify Architect, Construction Manager, and Owner no fewer than two days in advance of proposed interruption of service. Coordinate interruptions during weekly meetings and at pre-construction meeting.
  - 2. Do not proceed with interruption of service without Architect's, Construction Manager's, and Owner's written permission.

## 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. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include local pre-cast manufacturers but are subject to approval of the engineer and architect.

## 2.2 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.

## 2.3 PVC PIPE AND FITTINGS

- A. PVC Pressure Pipe: AWWA C900, Class 150 for gasketed joints and using ASTM F 477, elastomeric seals.
  - 1. Fittings NPS 4 to NPS 8: PVC pressure fittings complying with AWWA C907, for gasketed joints and using ASTM F 477, elastomeric seals.
  - 2. Fittings NPS 10 and Larger: Ductile-iron, compact fittings complying with AWWA C153, for push-on joints and using AWWA C111, rubber gaskets.
- B. PVC Water-Service Pipe and Fittings: ASTM D 1785, Schedule 80 pipe, with plain ends for solvent-cemented joints with ASTM D 2467, Schedule 80, socket-type fittings.
- C. PVC Cellular-Core Pipe and Fittings: ASTM F 891, Sewer and Drain Series, PS 50 minimum stiffness pipe with ASTM D 3034, SDR 35, socket-type fittings for solvent-cemented joints.
- D. PVC Sewer Pipe and Fittings, NPS 15 and Smaller: ASTM D 3034, SDR 35, with bell-andspigot ends for gasketed joints with ASTM F 477, elastomeric seals.
- E. PVC Sewer Pipe and Fittings, NPS 18 and Larger: ASTM F 679, T 2 wall thickness, with belland-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.
- F. PVC Profile Gravity Sewer Pipe and Fittings: ASTM F 794 pipe, with bell-and-spigot ends; ASTM D 3034 fittings, with bell ends; and ASTM F 477, elastomeric seals.

## 2.4 CORRUGATED-PE PIPE AND FITTINGS

- A. Source Limitations: Obtain corrugated-PE pipe and fittings from single manufacturer.
- B. Corrugated-PE Drainage Pipe and Fittings NPS 3 to NPS 10 AASHTO M 252, Type S, with smooth waterway for coupling joints.
- C. Corrugated-PE Pipe and Fittings NPS 12 to NPS 60 AASHTO M 294, Type S, with smooth waterway for coupling joints.
- D. Corrugated-PE Silttight Couplings: PE sleeve with ASTM D1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.
- E. Corrugated-PE Soiltight Couplings: AASHTO M 294, corrugated, matching pipe and fittings.

## 2.5 CONCRETE PIPE AND FITTINGS

A. Nonreinforced-Concrete Sewer Pipe and Fittings: ASTM C 14, Class I, II or III, with bell-andspigot ends and gasketed joints with ASTM C 443, rubber gaskets.

- B. Piping in paragraph below is available in 5 classes and 3 wall thicknesses, and in NPS 12 to NPS 144. Not all classes and wall thicknesses are available. Joints are gasket type. Contractor, at his option, may use non-reinforced pipe for sizes up to 21-inches if structural requirements based on load on pipe are not exceeded for that pipe. If reinforced pipe is selected, choose the pipe class and wall thickness to suit availability and structural requirements based on loads and cover.
- C. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, with bell-and-spigot ends and gasketed joints with ASTM C 443, rubber gaskets.
  - 1. Class I
  - 2. Class II
  - 3. Class III

## 2.6 NONPRESSURE-TYPE PIPE COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
  - 1. For Concrete Pipes: ASTM C 443, rubber.
  - 2. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
  - 3. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
  - 4. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Unshielded Flexible Couplings: Elastomeric sleeve with stainless-steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
  - 1. Manufacturers:
    - a. Dallas Specialty & Mfg. Co.
    - b. Fernco Inc.
    - c. Logan Clay Products Company (The).
    - d. Mission Rubber Company; a division of MCP Industries, Inc.
    - e. NDS Inc.
    - f. Plastic Oddities, Inc.
- D. Shielded Flexible Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
  - 1. Manufacturers:
    - a. Cascade Waterworks Mfg.
    - b. Dallas Specialty & Mfg. Co.
    - c. Mission Rubber Company; a division of MCP Industries, Inc.
- E. Ring-Type Flexible Couplings: Elastomeric compression seal with dimensions to fit inside bell of larger pipe and for spigot of smaller pipe to fit inside ring.

- 1. Manufacturers:
  - a. Fernco Inc.
  - b. Logan Clay Products Company (The).
  - c. Mission Rubber Company; a division of MCP Industries, Inc.

## 2.7 PRESSURE-TYPE PIPE COUPLINGS

- A. Reducing or transition, metal, bolted, sleeve-type, reducing or transition coupling, for joining underground pressure piping. Include 150-psig minimum pressure rating and ends of same sizes as piping to be joined.
- B. Tubular-Sleeve Couplings: AWWA C219, with center sleeve, gaskets, end rings, and bolt fasteners.
  - 1. Manufacturers:
    - a. Cascade Waterworks Mfg.
    - b. Dresser, Inc.; DMD Div.
    - c. Ford Meter Box Company, Inc. (The); Pipe Products Div.
    - d. JCM Industries.
    - e. Romac Industries, Inc.
    - f. Smith-Blair, Inc.
    - g. Viking Johnson.
  - 2. Center-Sleeve Material: Manufacturer's standard.
  - 3. Gasket Material: Natural or synthetic rubber.
  - 4. Metal Component Finish: Corrosion-resistant coating or material.
- C. Split-Sleeve Couplings: With split sleeve with sealing pad and closure plates, O-ring gaskets, and bolt fasteners.
  - 1. Manufacturers:
    - a. Brico Industries.
  - 2. Sleeve Material: Manufacturer's standard.
  - 3. Sleeve Dimensions: Of thickness and width required to provide pressure rating.
  - 4. Gasket Material: O-rings made of EPDM rubber, unless otherwise indicated.
  - 5. Metal Component Finish: Corrosion-resistant coating or material.

## 2.8 SPECIAL PIPE FITTINGS

- A. Ductile-Iron Flexible Expansion Joints: Compound fitting with combination of flanged and mechanical-joint ends complying with AWWA C110 or AWWA C153. Include 2 gasketed ball-joint sections and 1 or more gasketed sleeve sections, rated for 250-psig minimum working pressure and for offset and expansion indicated.
  - 1. Manufacturers:
    - a. EBAA Iron Sales, Inc.

- b. Romac Industries, Inc.
- c. Star Pipe Products.
- B. Ductile-Iron Deflection Fittings: Compound coupling fitting with ball joint, flexing section, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include rating for 250-psig minimum working pressure and for up to 15 degrees of deflection.
  - 1. Manufacturers:
    - a. EBAA Iron Sales, Inc.
- C. Ductile-Iron Expansion Joints: Three-piece assembly of telescoping sleeve with gaskets and restrained-type, ductile-iron, bell-and-spigot end sections complying with AWWA C110 or AWWA C153. Include rating for 250-psig minimum working pressure and for expansion indicated.
  - 1. Manufacturers:
    - a. Dresser, Inc.; DMD Div.
    - b. EBAA Iron Sales, Inc.
    - c. JCM Industries.
    - d. Smith-Blair, Inc.

#### 2.9 CLEANOUTS

- A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
  - 1. Manufacturers:
    - a. Josam Company.
    - b. MIFAB Manufacturing, Inc.
    - c. Smith, Jay R. Mfg. Co.
    - d. Wade Div.; Tyler Pipe.
    - e. Watts Industries, Inc.
    - f. Watts Industries, Inc.; Enpoco, Inc. Div.
    - g. Zurn Industries, Inc.; Zurn Specification Drainage Operation.
  - 2. Top-Loading Classification(s): Light, Medium, Heavy, and Extra-heavy duty depending on location and expected driving load on cleanout.
  - 3. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.
- B. PVC Cleanouts: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping. Place in grey iron housing with clamping device and round, secured, scoriated, gray-iron cover.
  - 1. Manufacturers:
    - a. Canplas Inc.
    - b. IPS Corporation.

- c. NDS Inc.
- d. Plastic Oddities, Inc.
- e. Sioux Chief Manufacturing Company, Inc.
- f. Zurn Industries, Inc.; Zurn Light Commercial Specialty Plumbing Products.

#### 2.10 MANHOLES

- A. Standard Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
  - 1. Diameter: 48 inches minimum, unless otherwise indicated and as needed for pipe sizes.
  - 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
  - 3. Base Section: 9-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
  - 4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
  - 5. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
  - 6. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
  - 7. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
  - 8. Steps: Not used.
  - 9. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.
  - 10. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover.
  - 11. Manhole Frames and Covers: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inchminimum width flange and 26-inch- diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
    - a. Material: ASTM A 536, Grade 60-40-18 ductile or ASTM A 48, Class 35 gray iron, unless otherwise indicated and to match existing manhole frames and covers.
    - b. Protective Coating: Foundry-applied, SSPC-Paint 16, coal-tar, epoxy-polyamide paint; 15-mil minimum thickness applied to all surfaces, unless otherwise indicated.
- B. Cast-in-Place Concrete Manholes: Construct of reinforced-concrete bottom, walls, and top; designed according to ASTM C 890 for A-16 (ASSHTO HS20-44), heavy-traffic, structural loading; of depth, shape, dimensions, and appurtenances indicated.
  - 1. Ballast: Increase thickness of concrete, as required to prevent flotation.
  - 2. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
  - 3. Steps: Not used.
  - 4. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.
  - 5. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover.

- 6. Manhole Frames and Covers: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inchminimum width flange and 26-inch- diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
  - a. Material: ASTM A 536, Grade 60-40-18 ductile or ASTM A 48, Class 35 gray iron, unless otherwise indicated and to match existing frames and covers.
  - b. Protective Coating: Foundry-applied, SSPC-Paint 16, coal-tar, epoxy-polyamide paint 15-mil minimum thickness applied to all surfaces, unless otherwise indicated.

## 2.11 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:
  - 1. Cement: ASTM C 150, Type II.
  - 2. Fine Aggregate: ASTM C 33, sand.
  - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
  - 4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious materials ratio.
  - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.
- C. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious materials ratio.
  - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

## 2.12 CATCH BASINS

- A. Standard Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
  - 1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
  - 2. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
  - 3. Top Section: Flat-slab-top type with hole for frame and grate is indicated.
  - 4. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
  - 5. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and shape matching catch basin frame and grate. Include sealant recommended by ring manufacturer.
  - 6. Grade Rings: Include 2 or 3 reinforced-concrete rings, of 6- to 9-inch total thickness, that match frame and grate.
  - 7. Steps: Not Used.
  - 8. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section. Size sections and box or manhole to fit pipes without necessary.
  - 9. Catch basins shall be provided by the contractor in an appropriate size to accommodate the pipe size, material, flow lines and arrangement as shown on the plans.

- B. Cast-in-Place Concrete, Catch Basins: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances indicated.
  - 1. Bottom, Walls, and Top: Reinforced concrete.
  - 2. Channels and Benches: Concrete.
  - 3. Steps: Not used.
- C. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for H-20, structural loading. Include flat grate with small square or short-slotted drainage openings. All grates shall be bicycle proof. Grates installed in pedestrian areas shall be heel proof as determined by the manufacturer.
  - 1. Size: 24 by 24 inches minimum, unless otherwise indicated.
  - 2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

## 2.13 STORMWATER INLETS

- A. Gutter Inlets: Horizontal gutter opening, of materials and dimensions indicated. Include heavyduty frames and grates. All grates to be bicycle safe.
- B. Combination Inlets: Vertical curb and horizontal gutter openings, of materials and dimensions indicated. Include heavy-duty frames and grates.

## 2.14 PIPE OUTLETS

- A. Head Walls: Cast-in-place reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregular size and shape, graded stone according to NSSGA's "Quarried Stone for Erosion and Sediment Control."
- C. Filter Stone: According to NSSGA's "Quarried Stone for Erosion and Sediment Control," No. FS-2, No. 4 screen opening, average-size, graded stone.
- D. Energy Dissipaters: According to NSSGA's "Quarried Stone for Erosion and Sediment Control," No. A-1, 3-ton average weight armor stone, unless otherwise indicated.

## 2.15 DRY WELLS

- A. Description: ASTM C 913, precast, reinforced, perforated concrete manholes with ring and cover, frame and grate, or lid as indicated and include the following:
  - 1. Floor: Cast-in-place concrete support ring.
  - 2. Cover: Liftoff-type concrete cover with cast-in lift rings.
  - 3. Wall Thickness: 4 inches minimum with 1-inch diameter or 1-by-3-inch maximum slotted perforations arranged in rows parallel to axis of ring.
    - a. Total Free Area of Perforations: Approximately 15 percent of ring interior surface.
    - b. Ring Construction: Designed to be self-aligning.

- 4. Filtering Material: ASTM D 448, Size No. 24, 3/4- to 2-1/2-inch washed, crushed stone or gravel. The % of material passing the # 200 sieve shall not exceed 5%.
- 2.16 STORMWATER DISPOSAL SYSTEM (Provost Elementary Only)
  - A. Chamber Systems:
    - 1. <u>Stormtech, ChamberMaxx or approved equal.</u>
    - 2. Storage and Leaching Chambers: Molded PE with perforated sides and open bottom. Include number of chambers, distribution piping, end plates, and other standard components as required for system total capacity.
    - 3. Filtering Material: ASTM D 448, Size No. 24, 3/4- to 2-1/2-inch washed, crushed stone or gravel.
    - 4. Filter Mat: Geotextile woven or spun filter fabric, in one or more layers, for minimum total unit weight of 4 oz./sq. yd. .
  - B. Pipe Systems: Perforated manifold, header, and lateral piping complying with AASHTO M 252M for NPS 10 and smaller, AASHTO M 294M for NPS 12 to NPS 60 Include proprietary fittings, couplings, seals, and filter fabric.

## PART 3 - EXECUTION

## 3.1 EARTHWORK

A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

## 3.2 PIPING APPLICATIONS

- A. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
  - 1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping, unless otherwise indicated.
    - a. Flexible or rigid couplings for same or minor difference OD pipes.
    - b. Unshielded, increaser/reducer-pattern, flexible or rigid couplings for pipes with different OD.
    - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.
  - 2. Use pressure-type pipe couplings for force-main joints.
- B. Special Pipe Fittings: Use for pipe expansion and deflection. Pipe couplings and special pipe fittings with pressure ratings at least equal to piping rating may be used in applications below, unless otherwise indicated.
- C. Gravity-Flow, Nonpressure Sewer Piping: Use any of the following pipe materials for each size range:

- 1. PVC water-service pipe; PVC Schedule 40, water-service-pipe fittings; and solventcemented joints.
- 2. PVC sewer pipe and fittings; gaskets; and gasketed joints.
- 3. Class [1] [2] [3], nonreinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.
- 4. Ductile-iron culvert pipe, ductile-iron standard or compact fittings, gaskets, and gasketed joints.
- 5. Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.
- 6. Corrugated steel pipe and fittings, standard and special-joint bands, and banded joints.
- 7. Corrugated aluminum pipe and fittings, standard and special-joint bands, and banded joints.
- 8. Corrugated PE pipe and fittings, silttight couplings, and coupled joints.

## 3.3 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
  - 1. Install piping pitched down in direction of flow, at slope indicated.
  - 2. Install piping with restrained joints at tee fittings and at changes in direction for pressure pipe. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
  - 3. Install piping with cover indicated.
  - 4. Notify engineer of clearance problems that would result in changes to grade and alignment.
  - 5. Install PVC cellular-core piping according to ASTM D 2321 and ASTM F 1668.
  - 6. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.
  - 7. Install PVC profile gravity sewer piping according to ASTM D 2321 and ASTM F 1668.
  - 8. Install nonreinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."
  - 9. Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."
  - 10. Install PE corrugated sewer piping in accordance with ASTM D2321.

- G. Install force-main pressure piping according to the following:
  - 1. Install piping with restrained joints at tee fittings and at horizontal and vertical changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
  - 2. Install piping with line and grade as indicated or below frost line if not indicated.
  - 3. Install PVC pressure piping according to AWWA M23 or ASTM D 2774 and ASTM F 1668.
  - 4. Install PVC water-service piping according to ASTM D 2774 and ASTM F 1668.

## 3.4 PIPE JOINT CONSTRUCTION

- A. Basic pipe joint construction is specified in Division 33 Section "Common Work Results for Utilities." Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, nonpressure drainage piping according to the following:
  - 1. Join PVC cellular-core piping according to ASTM D 2321 and ASTM F 891 for solventcement joints.
  - 2. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomericseal joints or ASTM D 3034 for elastomeric gasket joints.
  - 3. Join PVC profile gravity sewer piping according to ASTM D 2321 for elastomeric-seal joints or ASTM F 794 for gasketed joints.
  - 4. Join nonreinforced-concrete sewer piping according to ASTM C 14and ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
  - 5. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
  - 6. Join dissimilar pipe materials with nonpressure-type flexible or rigid couplings.
- C. Join dissimilar pipe materials with pressure-type couplings.

## 3.5 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use same pipe type as sewer line that the cleanout is connected to. Install piping so cleanouts open in direction of flow in sewer pipe.
  - 1. Use light-duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
  - 2. Use medium-duty, top-loading classification cleanouts in paved foot-traffic areas.
  - 3. Use heavy-duty, top-loading classification cleanouts in vehicle-traffic service areas.
  - 4. Use extra-heavy-duty, top-loading classification cleanouts in roads areas.
- B. Set cleanout frames and covers in earth in cast-in-place concrete block, 12 inches around outside of cover. At contractors option, a square block can be used that is at least 12-inches wider that the cover. Set with tops 1 inch above surrounding earth grade.
- C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

#### 3.6 DRAIN INSTALLATION

- A. Install type of drains in locations indicated.
  - 1. Use heavy-duty, top-loading classification drains in vehicle-traffic service areas, earth or unpaved foot-traffic areas and paved foot-traffic areas.
  - 2. Use extra-heavy-duty, top-loading classification drains in roads areas.
- B. Embed drains in 4-inch minimum depth of concrete around bottom and sides.
- C. Fasten grates to drains if indicated.
- D. Set drain frames and covers with tops flush with pavement surface.
- E. Assemble trench sections with flanged joints.
- F. Embed trench sections in 4-inch minimum concrete around bottom and sides.

## 3.7 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections according to ASTM C 891.
- C. Construct cast-in-place manholes as indicated.
- D. Install PE sheeting on earth where cast-in-place-concrete manholes are to be built.
- E. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere, unless otherwise indicated.

#### 3.8 CATCH BASIN INSTALLATION

- A. Construct catch basins in an appropriate size to accommodate the pipe size, material, flow lines and arrangement as shown on the plans.
- B. Set frames and grates to elevations indicated.
- C. Align boxes so that frame and grates are square to adjacent sidewalks, curbs or roadways.

## 3.9 STORMWATER INLET AND OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipaters at outlets, as indicated.

F. Place cast-in-place concrete according to ACI 318/318R.

## 3.10 DRAINAGE SYSTEM INSTALLATION

- A. Assemble and install components according to manufacturer's written instructions.
- B. Install with top surfaces of components, except piping, flush with finished surface.
- C. Assemble channel sections to form slope down toward drain outlets. Use sealants, adhesives, fasteners, and other materials recommended by system manufacturer.
- D. Embed channel sections and drainage specialties in 4-inch minimum concrete around bottom and sides.
- E. Fasten grates to channel sections if indicated.
- F. Assemble channel sections with flanged or interlocking joints.
- G. Embed channel sections in 4-inch minimum concrete around bottom and sides.

## 3.11 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping in building's storm building drains specified in Division 22 Section "Facility Storm Drainage Piping."
- B. Connect force-main pressure piping to building's storm drainage force mains specified in Division 22 Section "Facility Storm Drainage Piping." Terminate piping where indicated.
  - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
  - 2. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
- C. Connect to sediment interceptors specified in Division 22 Section "Sanitary Waste Interceptors."

## 3.12 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
  - 1. Close open ends of piping with at least 8-inch-thick, brick masonry bulkheads.
  - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.

- B. Abandoned Manholes and Structures: Excavate around manholes and structures as required and use one procedure below:
  - 1. Remove manhole or structure and close open ends of remaining piping.
  - 2. Remove top of manhole or structure down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
- C. Backfill to grade according to Division 31 Section "Earth Moving."

## 3.14 IDENTIFICATION

- A. Materials and their installation are specified in Division 31 Section "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
  - 1. Use warning tape or detectable warning tape over ferrous piping.
  - 2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

## 3.15 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
  - 1. Submit separate reports for each system inspection.
    - a. Reports shall include a video log of storm drain showing all lineal footage of the system in DVD format. Log shall be submitted to the owner once a month. A final log shall be submitted with the as built drawing for the use of the owner and Architect.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
  - 1. Do not enclose, cover, or put into service before inspection and approval.
  - 2. Test completed piping systems according to authorities having jurisdiction.
  - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.

- 4. Submit separate report for each test.
- 5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
  - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
  - b. Option: Test plastic piping according to ASTM F 1417.
  - c. Option: Test concrete piping according to ASTM C 924.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.
- 3.16 CLEANING
  - A. Clean interior of piping of dirt and superfluous materials.

END OF SECTION 334100