

PROJECT MANUAL  
NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER  
ORANGE BEACH, ALABAMA



MCCOLLOUGH  
ARCHITECTURE

4790 Main Street, Suite F-209  
Orange Beach, Alabama 36561  
Tel: 251.968.7222

Architect's Project: 23-08



**INDEX TO PROJECT SPECIFICATION**  
NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER

**NOTE:**

This Table of Contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the Specifications. In case of discrepancy between the Table of Contents and the Specifications, the Specifications shall govern.

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## ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the City of Orange Beach at the office of the City Clerk located at Orange Beach City Hall 4099 Orange Beach Blvd Orange Beach, AL 36561 until 2:00 PM, CST, October 12th, 2023, for

PROJECT: NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER

at which time and place they will be publicly opened and read. General Contractor's License number and type must be on the envelope.

A cashier's check or bid bond payable to City of Orange Beach in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000.00, must accompany the bidder's proposal. If awarded the bid and prior to beginning work, the Contractor is required to have a current City of Orange Beach Business License, furnish a Certificate of General Liability Insurance and Workers Compensation Insurance, and proof of Automobile General Liability Insurance. Insurance Certificate provided to the City shall name the City of Orange Beach as an additional insured. Performance and Payment Bonds must be executed upon award of the bid with a penalty equal to one hundred (100%) percent of the amount of the contract price.

Bid Drawings and specifications will be available and can be examined at Printing Pros on and after October 12, 2023.

Name of Architect: Sted McCollough  
Name of Company: McCollough Architecture  
Address: 4790 Wharf Pkwy Ste 209, Orange Beach, AL 36561  
Phone No.: (251) 968-7222

General Contractor Bidders may obtain a digital copy of the documents from Printing Pros in Orange Beach, Alabama. Hard copy sets of drawings and specifications will be available to qualified General Contractors and others for the cost of printing and handling directly from the document's printer: Printing Pros (22660 Canal Rd, Orange Beach, AL 36561; phone 251/974-5006). Addenda and other bidding information will be issued only to holders of drawings and specifications distributed by the Architect. Release of the Bid Documents to the bidder does not imply acceptance of the bidder's qualifications by the Owner or Architect.

Bid Documents can also be reviewed at Printing Pros. Cost of printing plans and specifications are nonrefundable.

Bids must be submitted on proposal forms furnished by the Architect or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect; the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed

envelope in which the proposal is delivered. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interests of the Owner will thereby be promoted.

A Pre-Bid Conference will be held at the City of Orange Beach in South Conference Room located at Orange Beach City Hall, 4099 Orange Beach Blvd Orange Beach, AL 36561 at 10:00 A.M. Thursday, October 5, 2023. Attendance by General Contractor Bidders at Pre-Bid Conference is mandatory.

Awarding Authority:

City of Orange Beach

Ford Handley, City Administrator

Architect:

McCollough Architecture: Sted McCollough, President

**ALL BIDS MUST BE RETURNED AS FOLLOWS:**

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID", the bid title, the bidder's name, and the opening date and time.

Sealed bids must be mailed to the following address:

City of Orange Beach, Attention: City Clerk, P.O. Box 458, Orange Beach, Alabama 36561 Or  
hand delivered to:

City of Orange Beach, Attention: City Clerk, 4099 Orange Beach Blvd., Orange Beach, Alabama 36561.



**INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS  
(PUBLIC WORKS PROJECTS)**

**1.0 INTRODUCTION**

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

**2.0 BID DOCUMENTS**

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall  
4099 Orange Beach Boulevard  
Orange Beach, AL 36561

Or downloaded from the City's website:  
[www.orangebeachal.gov](http://www.orangebeachal.gov), see "Bids"

**3.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE**

- 3.1 Carefully examine the Bid Documents, Specifications, and the Work Site.
- 3.2 Bids shall include all costs required to execute the work under the existing conditions.
- 3.3 Extra payments will not be made for conditions which can be determined by examining the documents and the site.

**4.0 INTERPRETATIONS AND ADDENDA**

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Procurement Officer (Renee Eberly at 251-981-6806 or [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov)).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: [www.orangebeachal.gov](http://www.orangebeachal.gov)
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.



**5.0 PREPARATION OF BID**

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the unit price shall prevail and the total shall be corrected.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
  - The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
  - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

**6.0 DELIVERY AND SUBMISSION OF BID**

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

**7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS**

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.



**8.0 RIGHT TO REJECT BID**

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

**9.0 BASIS OF AWARD**

- 9.1 The City will award a single contract, dependent on the availability of funds.
- 9.2 The contract will be awarded to the lowest responsive qualified contractor, subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding.
- 9.3 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

**10.0 SAMPLE OF MATERIALS**

Sample of items, when required, must be furnished free of expense to the City and, if not destroyed, will upon request be returned at the bidder's expense.

**11.0 PRE-QUALIFICATION OF CONTRACTORS**

Each Bidder shall be prepared, if requested by the City, to present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract. The City reserves the right to disqualify any bidder who, in the sole judgement of the City, fails to adequately demonstrate qualifications and experience sufficient to enable that bidder to successfully complete the scope of work under this Contract.

**12.0 EXECUTION OF CONTRACT**

- 12.1 Within ten (10) days of Notice of Award, the Contractor shall deliver to the City proof of insurance as required by Contract Documents. All proof of insurance shall be approved by the City before the Contractor may proceed with Work.
- 12.2 The Contractor shall commence work within ten (10) days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

**13.0 LAWS AND REGULATIONS**

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

**14.0 ALABAMA LICENSE CONTRACTOR**

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed contractors in the State of Alabama and must state their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a General Contractor's License; however, all other requirements shall remain the same.





**15.0 BUSINESS LICENSE**

The successful bidder will be required to obtain a City of Orange Beach Business License in order to operate within the Corporate Limits.

**16.0 BID BOND**

All bids in excess of Fifty Thousand Dollars (\$50,000.00) shall require a bid bond equal to 5% of the contract amount or \$10,000, whichever is lesser. Bid bonds will be returned by the City after the contract has been awarded.

**17.0 PERFORMANCE BOND**

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice of Award.

**18.0 LABOR & MATERIALS BOND**

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

**19.0 INSURANCE REQUIREMENTS**

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

***Commercial General Liability***

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

***Business Automobile Liability***

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

***Worker's Compensation & Employer's Liability***

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain



Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

***Commercial Umbrella/Excess Liability***

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

***Additional Insured Endorsements***

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Orange Beach."

***Waiver of Subrogation***

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

***Right to Revise or Reject***

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

***No Representation of Coverage Adequacy***

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.



**Certificate of Insurance**

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Orange Beach  
Attn: City Clerk  
P.O. Box 458  
Orange Beach, AL 36561  
Fax (251) 981-1442

**20.0 COMPLETION DATE**

- 20.1 Unless otherwise specified by the City, the Contractor shall commence the work within ten (10) days from the date of receipt of the Notice to Proceed and shall complete the work within ninety (90) calendar days.
- 20.2 The completion date shall not be extended except for unavoidable delays caused by, but not limited to, fires, floods, storms, strikes, accidents, or other circumstances beyond the Contractor’s control. The Contractor may request additional completion time within one week from the occurrence of the delay. The City shall be the sole judge of such “unavoidable delays,” and the extent thereof. In the event that such a determination is made, the date of completion shall be extended by a length of time equal to that lost by such circumstances. The City shall not be liable to the Contractor for any damages or additional compensation as a consequence of any delay, hindrance, interference, or other similar event beyond the City’s control. Failure by the Contractor to notify the City within one week from the occurrence of delay will constitute a forfeiture of any potential time extension.

**21.0 LIQUIDATED DAMAGES**

- 21.1 Deduction at the rate of Five Hundred Dollars (\$500.00) per day shall be made from the total Contract price for each and every calendar day beyond the thirty (30) days from the date of anticipated Substantial Completion that the work remains not satisfactorily completed.



21.2 The above-mentioned sum shall be deducted as Liquidated Damages. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the City without limiting the City's right to terminate this agreement for default as provided elsewhere herein.

**22.0 DEFAULT OF CONTRACTOR**

In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**23.0 PAYMENT**

The Bidder may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.

SECTION 00 3100

AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Alabama Line Locator Service - Alabama 811: [www.al1call.com](http://www.al1call.com).
  - 1. To utilize AL 811 services and comply with Alabama Law excavators need to call Alabama 811 at least 48 hours, excluding weekends and holidays, prior to commencing work.
  - 2. Contact Alabama 811 by calling 1-800-292-8525, or #DIG which is a free call with certain wireless providers. Approved users may notify AL 811's members through the remote ticket entry program.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

SECTION 00 4000  
PROCUREMENT FORMS AND SUPPLEMENTS

PART 1 GENERAL

- 1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED, UNLESS LEGAL COPIES ARE INCLUDED IN THE PROJECT MANUAL.
- A. AIA documents may be obtained individually at the following web site:  
<https://documentsondemand.aia.org>.
  - B. AIA document bulk licensing may be obtained at the following web site:  
<http://www.aia.org/contractdocs/forcontractors/index.htm>.
- 1.02 FORMS
- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
  - B. Instructions to Bidders: AIA A701.
  - C. Substitution Request Form (During Procurement): CSI Form 1.5C, 2013 Edition.
  - D. Bid Form: Section 00 4100 - Bid Form.
  - E. Procurement Form Supplements:
    - 1. Bid Security Form: AIA A310.
    - 2. Substitution Request Form (for substitutions requested with bid): 00 4325 - Substitution Request Form, CSI/CSC Form 1.5C - Substitution Request Form (During the Bidding/Negotiating Stage).
    - 3. Proposed Schedule of Values Form: AIA G703.
  - F. Representations and Certifications:
    - 1. Bidder's Qualifications: AIA A305.
- 1.03 REFERENCE STANDARDS
- A. AIA A305 - Contractor's Qualification Statement; 1986.
  - B. AIA A310 - Bid Bond; 2010.
  - C. AIA A701 - Instructions to Bidders; 2007.
  - D. AIA G703 - Continuation Sheet; 1992.
  - E. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**PROPOSAL FORM**

TO: **The City of Orange Beach**, Orange Beach, Alabama, hereinafter called the Owner

Date: \_\_\_\_\_

In compliance with the Invitation to Bid and subject to all the conditions thereof, the undersigned

\_\_\_\_\_  
*(Legal Name of Bidder)*

hereby proposes to furnish all labor and materials and perform all work required for the construction of  
WORK: New Addition for Orange Beach Community Center

in accordance with Drawings and Specifications, dated \_\_\_\_\_, prepared by  
McCollough Architecture, Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of \_\_\_\_\_,  
having its principal offices in the City of \_\_\_\_\_,  
is: a Corporation a Partnership an individual (other) \_\_\_\_\_.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if  
Bidder is a Corporation, list the names, titles, and business addresses of its officers:

\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become  
fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications  
(including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto,  
and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

BASE BID: For construction complete as shown and specified, the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

CONTINGENCY FEE: \$15,000.00  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Attach Section 004102 – Bid Proposal Form Attachment "A" to this Bid Proposal Form.

**TOTAL BID: Include the Base Bid and Contingency Fee.**  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are  
to be made to the Base Bid: Alternates are further described in Section 01 2300.

ALTERNATE 1: Provide a fee to repaint the exterior of the building and provide new shutters. This includes  
installation of new shutters as well as painting the exterior walls, storefront, window/door frames,  
columns, all wall material material, electrical box, pipes and any other item that is attached to the wall of  
the building that is in the previous color scheme.

**ALTERNATE #1-EXTERIOR PAINTING AND SHUTTERS**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds Alternates and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate blank and provide the applicable information.)

\_\_\_\_\_ Bid Bond, executed by \_\_\_\_\_ as Surety,  
\_\_\_\_\_ a cashier's check on the \_\_\_\_\_ Bank of \_\_\_\_\_,  
for the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) made payable to the Owner.

**BIDDER'S ALABAMA LICENSE:**

State License for General Contracting: \_\_\_\_\_  
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

**Legal Name of Bidder** \_\_\_\_\_

Mailing Address \_\_\_\_\_

**\* By (Legal Signature)** \_\_\_\_\_

\* Name (type or print) \_\_\_\_\_ (Seal)

\* Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

\* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.



NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER  
CITY OF ORANGE BEACH  
ORANGE BEACH, ALABAMA

Job 23-08

- END OF PROPOSAL FORM -



**ATTACHMENT 'A' TO BID FORM**  
**A New Addition for Orange Beach Community Center**  
**Sales Tax**

**1.1 SALES TAX:**

- A. The undersigned provides the following Sales Tax value for information only. This value is NOT to be included as part of the base bid.
- B. Submit the following Sales Tax Value within 24 hours of the time scheduled for the opening of bids.

<u>ITEM</u>	<u>TOTAL</u>
Base Bid Sales Tax	\$

<u>ITEM</u>	<u>TOTAL</u>
Alternate 1	\$
<b>TOTAL</b>	<b>\$</b>

**END OF ATTACHMENT A TO BID FORM**





## REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov).

**COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.**



AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name)  
who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I  
hereby attest that in my capacity as \_\_\_\_\_  
(state position) for \_\_\_\_\_ (state  
business entity/employer/contractor name) that said business entity/employer/contractor shall not  
knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of  
Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor  
is enrolled in the E-Verify Program.)

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

My Commission Expires: \_\_\_\_\_



# AIA<sup>®</sup> Document A305™ – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:**

**ADDRESS:**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

**NAME OF PROJECT:** *(If applicable)*

**TYPE OF WORK:** *(File a separate form for each Classification of Work.)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

### § 1.0 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

**§ 2.0 LICENSING**

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**§ 3.0 EXPERIENCE**

§ 3.1 List the categories of work that your organization normally performs with its own forces.

**§ 3.2 Claims and Suits**

*(If the answer to any of the questions below is yes, attach details.)*

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

*(If the answer is yes, attach details.)*

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:



**§ 3.5** On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

**§ 3.5.1** State average annual amount of construction work performed during the past five years:

**§ 3.6** On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

**§ 4.0 REFERENCES**

**§ 4.1** Trade references:

**§ 4.2** Bank references:

**§ 4.3 Surety**

**§ 4.3.1** Name of bonding company:

**§ 4.3.2** Name and address of agent:

**§ 5.0 FINANCING**

**§ 5.1 Financial Statement**

**§ 5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**§ 6.0 SIGNATURE**

§ 6.1 Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Name of organization:

By:

Title:

**§ 6.2**

M \_\_\_\_\_ being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be  
misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public:

My commission expires:

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_  
(Name of Contractor/Principal)

\_\_\_\_\_, as Principal,  
(Address)

and \_\_\_\_\_  
(Name of Surety)

of \_\_\_\_\_, as Surety,  
(Address)

are held and firmly bound unto **the City of Orange Beach**, as obligee, in the full and just sum of:

\_\_\_\_\_  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its bid for:

**NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER**

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a formal Contract, and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the full amount of said bond. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

SIGNED, SEALED AND DELIVERED \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Title

Bids will not be considered unless Bid Bond is signed by Principal and Surety,  
or in lieu thereof, a certified check must accompany the bid.

NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER  
CITY OF ORANGE BEACH  
ORANGE BEACH, ALABAMA

Job 23-08



BID BOND

00 4313 - 1 of 1



# SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_ Date: \_\_\_\_\_

A/E Project Number: \_\_\_\_\_

Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

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

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

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.
- 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.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

### A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes   
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

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**By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

## 00 5000 CONTRACTING FORMS AND SUPPLEMENTS

### PART 1 GENERAL

- 1.1 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.
- 1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT
  - A. The Agreement is based on AIA A101.
  - B. The General Conditions are based on AIA A201.
- 1.3 FORMS
  - A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
  - B. Bond Forms:
    1. Performance and Payment Bond Form: AIA A312.
  - C. Post-Award Certificates and Other Forms:
    1. Submittal Transmittal Form: AIA G810.
    2. List of Subcontractors: AIA G805.
    3. Certificate of Insurance Form: Acord certificates as required by insurance type.
    4. Schedule of Values Form: AIA G703.
    5. Application for Payment Form: AIA G702 and G703.
    6. Consent of Surety to Final Payment: AIA G707.
    7. Consent of Surety to Reduction of Retainage Form: AIA G707A.
  - D. Clarification and Modification Forms:
    1. Supplemental Instruction Form: AIA G710.
    2. Construction Change Directive Form: AIA G714.
    3. Change Order Form: AIA G701.
  - E. Closeout Forms:
    1. Certificate of Substantial Completion Form: AIA G704.
    2. Affidavit of Payment of Debts and Claims Form: AIA G706.
    3. Affidavit of Release of Liens Form: AIA G706A.
    4. Consent of Surety to Final Payment Form: AIA G707.
- 1.4 REFERENCE STANDARDS
  - A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a stipulated sum; 2017.
  - B. AIA A201 - General Conditions of the Contract for Construction; 2017.
  - C. AIA A312 - Performance Bond and Payment Bond; 2010.
  - D. AIA G701 - Change Order; 2017.
  - E. AIA G702 - Application and Certificate for Payment; 1992.
  - F. AIA G703 - Continuation Sheet; 1992.
  - G. AIA G704 - Certificate of Substantial Completion; 2000.
  - H. AIA G710 - Architect's Supplemental Instructions; 1992.



NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER  
CITY OF ORANGE BEACH  
ORANGE BEACH, ALABAMA

Job 23-08

CONTRACTING FORMS AND SUPPLEMENTS

00 5000 - 1 of 2

- I. AIA G714 - Construction Change Directive; 2007.
- J. AIA G810 - Transmittal Letter; 2001.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

NEW ADDITION FOR ORANGE BEACH COMMUNITY CENTER  
CITY OF ORANGE BEACH  
ORANGE BEACH, ALABAMA

Job 23-08

CONTRACTING FORMS AND SUPPLEMENTS

00 5000 - 2 of 2

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

and the Contractor:  
*(Name, legal status, address and other information)*

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

The Architect:  
*(Name, legal status, address and other information)*

The Owner and Contractor agree as follows.

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

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

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**  
AGREEMENT FORM

(3B9ADA4C)  
005200 1 OF 8

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

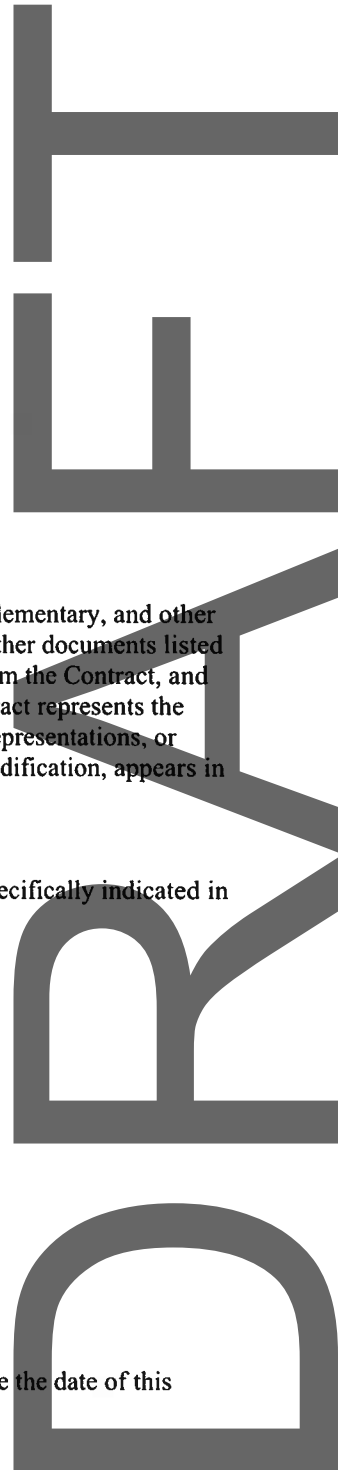
- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:



Init.  
/

(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five (5%) percent.

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

## § 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
(Name, address, email address, and other information)

**§ 8.3** The Contractor’s representative:  
(Name, address, email address, and other information)





§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

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

Init.

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

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User Notes:

AGREEMENT FORM

(3B9ADA4C)  
005200 8 OF 8

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the  day of  in the year   
(In words, indicate day, month and year.)

for the following PROJECT:  
(Name and location or address)

**THE OWNER:**  
(Name, legal status and address)

**THE CONTRACTOR:**  
(Name, legal status and address)

### TABLE OF ARTICLES

#### A.1 GENERAL

#### A.2 OWNER'S INSURANCE

#### A.3 CONTRACTOR'S INSURANCE AND BONDS

#### A.4 SPECIAL TERMS AND CONDITIONS

##### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction.

##### ARTICLE A.2 OWNER'S INSURANCE

###### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

###### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>-2017 contains additional insurance provisions.

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**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to*

*the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 **Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 **Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 **Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 **Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 **Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 **Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**[ ] § A.2.5.2 Other Insurance**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:  
*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than [ ] (\$ [ ]) each occurrence, [ ] (\$ [ ]) general aggregate, and [ ] (\$ [ ]) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than  (\$  ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than  (\$  ) each accident,  (\$  ) each employee, and  (\$  ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than  (\$  ) per claim and  (\$  ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than  (\$  ) per claim and  (\$  ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than  (\$  ) per claim and  (\$  ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than  (\$  ) per claim and  (\$  ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than  (\$  ) per claim and  (\$  ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

**§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

**§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than  (\$ ) per claim and  (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

**§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than  (\$ ) per claim and  (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

**§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

**§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

**§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*



**Type**

**Penal Sum (\$0.00)**

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

[Redacted]

EXHIBIT A TO THE AGREEMENT FORM



**PERFORMANCE BOND (SAMPLE)**

KNOW ALL MEN:

That we \_\_\_\_\_, hereinafter called the Principal,  
(Insert here the name and address or legal title of the Contractor) \_\_\_\_\_

\_\_\_\_\_, hereinafter called the Surety,

(Insert here the name and address or legal title of the Surety) are held and firmly bound unto the Owner in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement dated \_\_\_\_\_ entered into a Contract with the Owner for \_\_\_\_\_ which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that said Surety, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any



way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_.

Attest: (Corporate Principal Sign Here) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Attest: (Surety Sign Here) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

COUNTER-SIGNED: \_\_\_\_\_

By: \_\_\_\_\_



**LABOR AND MATERIALS BOND (SAMPLE)**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as  
Surety, are held and firmly bound unto said Owner, hereinafter called the Obligee, in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs,  
personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with said Obligee dated  
\_\_\_\_\_, hereinafter called the Contract, for \_\_\_\_\_  
and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW THEREFORE, the conditions of the obligation are such that if the Principal and all subcontractors to whom any portion  
of the work in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make  
payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work  
provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of  
reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising  
out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force  
and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them, but not later than one (1) year after the final settlement of said Contract falls due, in which action such claim or claims shall be adjusted and judgement rendered thereon.
- (b) The Principal and Surety hereby designate and appoint \_\_\_\_\_, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.



- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one (1) year after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled, "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon."
- (f) The full name and residence of each individual party to the bond must be inserted in the first paragraph.
- (g) If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
- (h) The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
- (i) The date of the bond must not be prior to the date of the Contract.

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_.

Attest:

(Corporate Principal Sign Here)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Attest:

(Surety Sign Here)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_



# SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
 \_\_\_\_\_  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 A/E Project Number: \_\_\_\_\_  
 Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  1-4 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
 \_\_\_\_\_

Similar Installation:  
 Project: \_\_\_\_\_ Architect: \_\_\_\_\_  
 Address: \_\_\_\_\_ Owner: \_\_\_\_\_  
 \_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
 \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

# SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase — Continued)

---

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/E's REVIEW AND RECOMMENDATION

- Approve Substitution - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

---

### OWNER'S REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

---

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     A/E

# DRAFT AIA® Document G701™ - 2017

## Change Order

**PROJECT:** *(Name and address)*      **CONTRACT INFORMATION:**  
 Contract For:  
 Date:      **CHANGE ORDER INFORMATION:**  
 Change Order Number: 001  
 Date:

**OWNER:** *(Name and address)*      **ARCHITECT:** *(Name and address)*      **CONTRACTOR:** *(Name and address)*

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was  
 The net change by previously authorized Change Orders  
 The Contract Sum prior to this Change Order was  
 The Contract Sum will be increased by this Change Order in the amount of  
 The new Contract Sum including this Change Order will be  
 The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be

\$	_____	0.00
\$	_____	0.00
\$	_____	0.00
\$	_____	0.00
\$	_____	0.00

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

_____ <b>ARCHITECT</b> <i>(Firm name)</i>	_____ <b>CONTRACTOR</b> <i>(Firm name)</i>	_____ <b>OWNER</b> <i>(Firm name)</i>
_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
_____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>	_____ <b>PRINTED NAME AND TITLE</b>
_____ <b>DATE</b>	_____ <b>DATE</b>	_____ <b>DATE</b>

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 User Notes:





# AIA<sup>®</sup> Document G704<sup>™</sup> – 2017

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*

**CONTRACT INFORMATION:**

Contract For:

Date:

**CERTIFICATE INFORMATION:**

Certificate Number:

Date:

**OWNER:** *(name and address)*

**ARCHITECT:** *(name and address)*

**CONTRACTOR:** *(name and address)*

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

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

\_\_\_\_\_  
**ARCHITECT** *(Firm Name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE OF SUBSTANTIAL COMPLETION**

### WARRANTIES

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

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

### WORK TO BE COMPLETED OR CORRECTED

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

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

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

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

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

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

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

\_\_\_\_\_  
**CONTRACTOR** *(Firm Name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**OWNER** *(Firm Name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

*Do not staple this form and/or attachments; use clips.*

# GENERAL CONTRACTOR'S ROOFING GUARANTEE

DCM (BC) Project No. _____
----------------------------

Project Name & Address	Project Owner Entity(ies) Name(s) & Address(es)
------------------------	---

General Contractor's Company Name, Address, & Telephone Number	<b>EFFECTIVE DATES OF GUARANTEE</b>
	Date of Acceptance:
	Date of Expiration:

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.
2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the general contractor did not damage or did not accomplish or was not charged to accomplish.
3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

- A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.
- B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.
- C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.
- D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
- E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

---

General Contractor's Authorized Signature

---

Typed Name and Title

**FORM OF ADVERTISEMENT FOR COMPLETION**

**LEGAL NOTICE**

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given  
that \_\_\_\_\_,

(Contractor) Contractor, has completed the Contract for (Construction) (Renovation) (Alteration) (Equipment)  
(Improvement) of \_\_\_\_\_ (Name of Project)

at \_\_\_\_\_

(Insert location data in County or City)

for the State of Alabama and the (County) (City) of \_\_\_\_\_, Owner(s), and have made  
request for final settlement of said Contract. All persons having any claim for labor, materials, or  
otherwise in connection with this project should immediately notify

\_\_\_\_\_  
\_\_\_\_\_(Architect)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding  
\$50,000.00, for projects of less than \$50,000.00, run one time only. Proof of publication  
is required.

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

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- 1 GENERAL PROVISIONS
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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

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

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

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

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

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

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

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

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

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

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

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

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

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

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

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

### **§ 3.8 Allowances**

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

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

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

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

### **§ 3.9 Superintendent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

### **§ 4.2 Administration of the Contract**

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

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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



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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

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

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

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

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

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

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

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

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

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

#### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

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

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

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

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

### **§ 8.2 Progress and Completion**

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

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

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

### **§ 8.3 Delays and Extensions of Time**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

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

### **§ 9.3 Applications for Payment**

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

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

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

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

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

### **§ 9.4 Certificates for Payment**

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

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

### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

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

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

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

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

#### **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented



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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;

- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

### § 10.2.8 Injury or Damage to Person or Property

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

### **§ 10.3 Hazardous Materials and Substances**

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

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

### **§ 10.4 Emergencies**

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

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

## **§ 11.2 Owner's Insurance**

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

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

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

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

**§ 11.5 Adjustment and Settlement of Insured Loss**

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

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

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 Uncovering of Work**

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

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

## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before Substantial Completion**

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

### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

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

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

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

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

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

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

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

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

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

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

### **§ 13.5 Interest**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

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

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

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

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

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

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

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,



the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

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

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

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

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

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

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

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

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

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

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

##### **§ 15.1.2 Time Limits on Claims**

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

##### **§ 15.1.3 Notice of Claims**

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

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

**§ 15.1.4 Continuing Contract Performance**

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

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

**§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.6 Claims for Additional Time**

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

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

**§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

**§ 15.2 Initial Decision**

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

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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

**§ 15.4 Arbitration**

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

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

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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



**WAIVER AND RELEASE OF LIEN (SAMPLE)**

FROM:

TO: City of Orange Beach, Alabama (Owner)

PROJECT: New Addition for Orange Beach Community Center

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **City of Orange Beach** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **City of Orange Beach** on the referenced project on account of labor, services, equipment, materials, etc. furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor, equipment, services, and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will indemnify, defend at its expense, and save the **City of Orange Beach** harmless from any and all claims or liens arising out of the undersigned's furnishing of labor, equipment, services, and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the **City of Orange Beach** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **City of Orange Beach** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF BALDWIN

Personally appeared before me the undersigned Notary Public in and for said County and State, \_\_\_\_\_, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

\_\_\_\_\_

SECTION 00 7300 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 RELATED SECTIONS

Section 00 5000 - Contracting Forms and Supplements.

1.3 MODIFICATIONS TO GENERAL CONDITIONS ARTICLE 1.1 -

BASIC DEFINITIONS

After Section 1.1.8, add the following definitions:

1.1.9 Miscellaneous Definitions

- .1 The term "product" includes materials, systems, and equipment.
- .2 The term "furnish" means to supply and deliver to project site.
- .3 The term "install" means to place in position for service or use.
- .4 The term "provide" includes furnishing and installing a product, complete in place, tested and approved.
- .5 The term "building code" and the term "code" refer to regulations of governmental agencies having jurisdiction.
- .6 The terms "approved", "required", and "as directed" refer to and indicate the work or materials that may be approved, required, or directed by the Architect acting as the agent of the Owner.
- .7 The term "similar" means in its general sense and not necessarily identical.
- .8 The terms "shown", "indicated", "detailed", "noted", "scheduled", and terms of similar import, refer to requirements contained in the Contract Documents.
- .9 Project Manual: The Project Manual is the volume usually assembled for the Work which includes the Bid Documents, Contract Documents, and Specifications.

1.4 ARTICLE 3 - CONTRACTOR

Delete Paragraph 3.6 and replace with the following;

3.6 TAXES

- 3.6.1 Contractor shall not include sales and use taxes in the Contract Amount. The Base Bid and all Alternate Bids submitted on the proposal form will NOT INCLUDE the cost of taxes including sales taxes and use taxes. See section 00 7323 ADOR.
- 3.6.2 After selection of successful contract bidder, Owner and Contractor will enter into an purchasing agency agreement. Contractor shall act as agent of the Owner for the purpose of purchasing materials relating to the Work of this Contract. Payment for such materials shall be made directly by Owner.
  - 3.6.2.1 Owner will provide necessary agreement and forms at the time when Agreement is executed.

#### ARTICLE 5 - SUBCONTRACTORS

Add the following subparagraph:

5.2.5 Not later than 15 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor.

#### ARTICLE 7 - CHANGES IN THE WORK

Add the following subparagraphs:

7.1.5 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, 20 percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, 10 percent of the amount due the Subcontractors.

.3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 15 percent of the cost.

.4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above.

Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$5,000.00 be approved without such itemization.

#### ARTICLE 8 - TIME

Add the following subparagraph:

8.1.5: Contract Time commences at the time indicated in a written Notice To Proceed. The Work shall be Substantially Complete on or before November 18, 2020 at 5:00 pm CST on that day. See Section 01 1000 - Summary, 1.02 D. for other pertinent dates.

#### ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following subparagraph:

9.3.1.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

9.3.1.4 Until all work is satisfactorily completed in accordance with this agreement and all closeout requirements have been provided, less five percent (5%) of the amount of such estimate which is to be retained by the Owner.

Add the following section:

9.11: Liquidated Damages:

9.11 Liquidated Damages shall be \$500 per day.

ARTICLE 11 - INSURANCE AND BONDS

ARTICLE 11.1 - CONTRACTORS LIABILITY INSURANCE

Contractors Liability Insurance: Add the following Section 11.1.1.9:

11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.1 and 9.10.2.

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 Insurance coverage required by Section 11.1.1 shall be written for not less than the following amounts, or greater if required by law:

1. Workers Compensation and Employer's liability:

- a) State: Statutory
- b) Applicable Federal: Statutory
- c) Employer's Liability:
  - (1) \$1,000,000.00 per accident.
  - (2) \$1,000,000.00 Disease, Policy Limit.
  - (3) \$1,000,000.00 Disease, Each Employee.

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- a. a) Each Occurrence: \$1,000,000.00
- b. General Aggregate: \$2,000,000.00
- c. Personal and advertising injury: \$1,000,000.00
- d. Products completed operations aggregate: \$2,000,000.00
  - b) Policy shall be endorsed to have the general aggregate per project. in the amount of \$2,000,000.00.
  - c) Products and Completed Operations to be maintained ONE (1) year after either 90 days after Substantial Completion or final payment, whichever is earlier.
  - d) Automobile Liability Insurance (including owned, non-owned and hired vehicles):  
Each Occurrence: \$1,000,000.00
  - e) Umbrella Excess Liability:
    - 1) \$1,000,000.00 over primary

insurance. Add the following Section 11.1.2.2:

11.1.2.2 All Contractors insurance policies shall name the Architect and Owner as additional insureds.

Add to Section 11.1.3:

Notice of Insurance shall be filed with all named insureds including written notice of cancellation. In addition of Notice of Cancellation, notify named insureds within Ten (10) days for nonpayment of premium. Add Section 11.1.3.1:



11.1.3.1 Certificates of insurance shall be in the form of Acord Form 25-S, supplemented by AIA Document G715, "Supplemental Attachment", or otherwise acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- 1) Name and address of authorized agent of the insurance company
- 2) Name and address of insured and additional insureds.
- 3) Name of insurance company or companies
- 4) Description of policies
- 5) Policy Number(s)
- 6) Policy Period(s)
- 7) Limits of liability
- 8) Name and address of Owner as certificate holder
- 9) Project Name and Number, if any
- 10) Signature of authorized agent of the insurance company
- 11) Mandatory thirty (30) day notice of cancellation / non-renewal / change

#### ARTICLE 11.4 - PERFORMANCE BOND AND PAYMENT BOND

11.4.3: The bond value requirements are as follows:

Provide bonds on City of Orange Beach Forms.

Provide a 100 percent Performance Bond.

Provide a 100 percent Payment Bond.

1. Deliver bonds with the Construction Contract and Certificate of Insurance for final approval and execution of the Contract.

#### ARTICLE 15.3 - MEDIATION

Add the following at the beginning of the first sentence in 15.3.1:

15.3.1 With the mutual agreement of the parties to the claim or dispute,

#### ARTICLE 15.4 - ARBITRATION

Delete Article 15.4 in its entirety. The parties may, by mutual agreement of all parties involved, submit claims to binding arbitration.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT



ALABAMA DEPARTMENT OF REVENUE  
SALES AND USE TAX DIVISION

P.O. Box 327710 • Montgomery, AL 36132-7710

Application For  
Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

**PROJECT INFORMATION:**

PROJECT NAME			PROJECT OWNER'S FEIN (EXEMPT ENTITY)		
STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)		CITY	ZIP	COUNTY	

**APPLICANT'S INFORMATION:**

RELATION: (CHOOSE ONE) <input type="checkbox"/> Exempt Entity <input type="checkbox"/> General Contractor <input type="checkbox"/> Sub-Contractor		NAICS CODE
APPLICANT'S LEGAL NAME		FEIN
DBA		CONSUMER'S USE TAX ACCOUNT NUMBER
MAILING ADDRESS		
CONTACT PERSON		BUSINESS TELEPHONE NUMBER (    )
ESTIMATED START DATE	ESTIMATED COMPLETION DATE	
REASON EXEMPTION IS CLAIMED		
JOB DESCRIPTION		
WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> No		ESTIMATED POLLUTION CONTROL COST \$
TOTAL BID AMOUNT \$	LABOR COST \$	MATERIAL COST \$

PROJECT NAME	PROJECT OWNER'S FEIN (EXEMPT ENTITY)
--------------	--------------------------------------

FORM OF OWNERSHIP:

- Individual     Partnership     Corporation     Multi member LLC     Single member LLC

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

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NAME (PLEASE PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**REVENUE DEPARTMENT USE ONLY**

Examiner's Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Examiner \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Recommendation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

# Instructions For Preparation of Form ST: EXC-01

## Sales and Use Tax Certificate of Exemption for Government Entity Project

In order to expedite the processing of your application, please include the following documentation when submitting your application:

### Exempt Entity:

1. Signed Application
2. Copy of Executed/Signed Contract and/or Letter of Intent

### General Contractor:

1. Signed Application
2. Copy of Executed/Signed Contract and/or Letter of Intent
3. List of Sub-Contractors
4. Alabama Board of General Contractor's License
5. State/County Business License (usually obtained through county probate office)
6. Any other municipal business licenses associated with the project

### Sub-Contractor:

1. Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. Any other municipal business licenses associated with the project
5. List of Sub-Contractors (if any)

### General contractors and sub-contractors:

Any updates regarding the sub-contractors working on a project, additions and/or deletions, must be submitted to the Department within 30 days of occurrence.

If an extension is needed for a project, please contact the Department of Revenue at the address, numbers, or emails listed below.

**THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED.** The return will be filed through the Consumer's Use Tax account. If you do not currently have a Consumer's Use Tax account, one will be opened for you. The return should be filed every filing period that the Contractor's Exemption Certificate is active/open and should include the Project No., Exemption No., and the total amount of purchases for the filing period. If there is no product purchased with the exemption certificate, then a zero return must be filed for the period. There is a requirement of one entry for each exemption certificate that is active for each filing period. The information associated with the Contractor's Exemption Certificates is input at the bottom of the return.

**The application and applicable documentation may be mailed, faxed, or emailed to the following:**

**Fax:** (334) 353-7867

**Emails:** [amber.hartley@revenue.alabama.gov](mailto:amber.hartley@revenue.alabama.gov) [brenda.wallace@revenue.alabama.gov](mailto:brenda.wallace@revenue.alabama.gov)

**Mailing Address:** ATTN: Contractor's Exemption  
Alabama Dept. of Revenue  
Sales & Use Tax Division - Room 4303  
PO Box 327710  
Montgomery, AL 36132-7710

## SECTION 00 7323.22 SALES AND USE TAX SAVINGS

### PART 1 GENERAL

#### 1.1 PURPOSE

The Local Owner, City of Orange Beach, is a Tax Exempt Instrumentality of the State of Alabama. The contractor will purchase material for the project tax free under a tax exempt certificate.

#### 1.2 SALES AND USE TAXES ARE NOT INCLUDED IN THE CONTRACT AMOUNT

The Base Bid (and all Alternate Bids) submitted on the proposal form WILL NOT INCLUDE the cost of all required taxes, including sales and use taxes; therefore, sales and use taxes will not be included in the Contract amount. The tax savings shall be listed on the proposal form attachment with each bid proposal.

### PART 2 GENERAL PROVISIONS

#### 2.1 PRECEDENCE

The provisions of this Section take precedence over the printed forms, "Instructions to Bidders", "General Conditions of the Contract", as modified and "Supplementary General Conditions". Unaltered provisions of these documents remain intact.

#### 2.2 BID PROPOSALS

The Contractor shall submit its proposal for Base Bid and proposals for each Alternate Bid, if any, with the inclusion of all required taxes noted on the bid proposal attachment.

#### 2.3 ADMINISTRATION

- A. ADOR shall issue certificates of exemption from sales and use tax to governmental entities for each tax exempt project. Both the governmental entity and the contractor shall apply for certificates of exemption.
- B. Certificates shall only be issued to contractors licensed by the State Licensing Board for General Contractors or any subcontractor working under the same contract.
- C. Items eligible for exemption from sales and use tax are building materials, construction materials and supplies and other tangible personal property that become part of the structure per the written construction contract.
- D. ADOR will handle the administration of certificates of exemption and the accounting of exempt purchases. ADOR will have the ability to levy fines and may bar the issuance or use of certificates of exemption upon determination of willful misuse by the contractor or a subcontractor.

#### 2.4 CONTRACTOR ADMINISTRATIVE COSTS

Any and all costs incurred by the Contractor's administration of purchases pursuant to the provisions of this Section shall be considered to be included in the Contract Amount. No additional costs shall be added to the Contract amount because of the service provided by the Contractor in the purchase of materials for this project in the name of the Local Owner.

#### 2.5 EFFECT OF PAYMENTS

In preparing monthly requests for payment, the Contractor will determine the value of stored materials in accordance with the procedures and forms contained herein. The calculation of the amount to be retained from the contractor's monthly payments will be the percentage of the retainage specified in the General Conditions of the Contract applied against the sum of the value of completed work plus the value of stored materials.

#### 2.6 SUBCONTRACTORS AND SUPPLIERS

The Contractor shall include provisions in all subcontractors and purchase orders requiring subcontractors and suppliers and their subcontractors and sub-suppliers to also effect the sales and use tax savings procedures set forth therein, fully utilizing the applicable forms bound herein.

#### 2.7 FAILURE TO ADMINISTER

In the event that Contractor, or any of its subcontractors or suppliers at any tier, arbitrarily pays for materials that should have been purchased tax free per the tax exemption certificate, the Local Owner may, at its discretion, reduce the amount to be paid. A decision by the Contractor to waive these procedures in order to expedite delivery of materials in emergency or critical situations will not be deemed a failure to administer.

#### 2.8 DISCOUNTS

In the event there is entitlement to a discount because of timely payments for purchases made pursuant to this Section, such discount shall be equally divided between the Contractor and Local Owner.

#### 2.9 RESPONSIBILITY FOR MATERIALS

Notwithstanding this special purchase arrangement, the Contractor shall be responsible for all materials purchased hereunder, the same as would have been the case if these tax savings procedures were not implemented. Such responsibility of the Contractor shall include, but not be limited to, selecting, describing, ordering, obtaining approvals, submitting samples, coordinating, processing, preparing shop drawings, expediting deliveries, receiving and unloading, inspecting, properly storing and protecting, insuring, and guaranteeing the materials.

## 2.10 WARRANTIES

The purchase of materials pursuant to this Section shall not relieve the Contractor of its obligation to provide warranties specified elsewhere in these project specifications in full force and effect, the same as if these procedures were not implemented. If the purchase of an item in accordance with these procedures will invalidate the warranty offered and/or required for that item, the Contractor shall notify the Architect and Local Owner of the condition prior to purchasing the item so that the Local Owner may evaluate its option to waive these procedures for that purpose. If materials purchase pursuant to this Section fail to meet the requirements of the plans and specifications, the Contractor, as agent of the Local Owner or its assigns, will be responsible to enforce and pursue, at Contractor's cost and expense, including attorneys fees, all warranty actions against vendors or others responsible for the furnishing of such defective or non-complying materials to Local Owner.

## 2.11 TAX EXEMPT CERTIFICATE

The contractor must apply for a certificate of tax exemption from ADOR. See Document 00 7323.44 - Form ST: EXC-01 and instructions.

## PART 3 – PROCEDURES

### 3.01 MATERIAL PURCHASES

A certificate of tax exemption provided by ADOR and applied for by the contractor.

END OF SECTION

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## SECTION 01 1000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY OF WORK

- A. Project: A New Addition for Orange Beach Community Center
- B. Owner: City of Orange Beach  
Attn: Ford Handley  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561
- C. Architect: McCollough Architecture, Inc.  
4790 Main Street, Suite F209  
Orange Beach, Alabama 36561
- D. In general, the work consists of a new metal roof system to replace the existing and damaged metal roof on the building. Work involves replacement of fascias; soffits; gutters and downspouts; and awnings at certain door locations. Work also includes the addition of a new storage room for the facility. Exterior painting and exterior shutters may be provided if the alternate is selected.

#### WORK RESTRICTIONS

- E. Contractor's Use of Premises: During construction, Contractor will have limited use of area indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

Subparagraph below contains an example of limitations on Contractor's use of premises; delete if not applicable. Insert other descriptions of areas or types of limited use, requirements for cooperation with Owner's personnel, noninterference with Owner's or public use, and other necessary restrictions if required.

- 1. Perform construction only during normal working hours (8 AM to 5 PM Monday thru Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.
- F. The Contractors shall cooperate and work in harmony with other contractors on the project. Work is expected to consist of multiple contractors; subcontractors; and vendors that will be required to work in harmony for the good of the project.



## SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

## PART 1 - GENERAL

## 1.1 ALLOWANCES

- A. Allowances shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site. Include the following allowances in the Contract Sum:
- B. Advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- C. Submit invoices to show cost of products furnished under each allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order.

## 1.2 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Indicate on the Bid Form amounts to be deducted from or added to the Contract Sum for the following alternates if applicable.

## 1.3 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor on AIA Document G709, Architect will issue a Change Order on AIA Document G701, for all changes to the Contract Sum or the Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive on AIA Document G714, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.

## 1.4 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least ten (10) days before the initial Application for Payment. Break down the Contract Sum into at least one-line item for each Specification Section in the Project Manual table of contents. Coordinate the Schedule of Values with Contractor's Construction Schedule.
  - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

2. Provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.
- B. Submit three (3) copies of each application for payment on AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.
1. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation.
    - a. Include consent of surety to final payment on AIA Document G707 and insurance certificates.
    - b. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012000

## SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

## PART 1 - GENERAL

## 1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Schedule and conduct progress meetings at Project site at weekly intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
  - 1. Record minutes and distribute to everyone concerned, including Owner and Architect.

## 1.2 SUBMITTAL PROCEDURES

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 1. 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.
  - 2. Submit three (3) copies of each submittal. Architect will return one copy.
  - 3. Architect will discard submittals received from sources other than Contractor.
- B. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on the label:
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of Contractor.
  - 4. Name and address of subcontractor or supplier.
  - 5. Number and title of appropriate Specification Section.
- C. Identify deviations from the Contract Documents on submittals.
- D. Contractor's Construction Schedule Submittal Procedure: Submit two (2) copies of schedule within five (5) days after date established for Commencement of the Work.

## PART 2 - PRODUCTS

## 2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
  - 1. Manufacturer's written recommendations, product specifications, and installation instructions.
  - 2. Wiring diagrams showing factory-installed wiring.
  - 3. Printed performance curves and operational range diagrams.

4. Testing by recognized testing agency.
  5. Compliance with specified standards and requirements.
- B. 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. Submit on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (762 by 1067 mm). Include the following:
1. Dimensions and identification of products.
  2. Fabrication and installation drawings and roughing-in and setting diagrams.
  3. Wiring diagrams showing field-installed wiring.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
1. If variation is inherent in material or product, submit at least three (3) sets of paired units that show variations.

## 2.2 INFORMATION SUBMITTALS

- A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

## 2.3 DELEGATED DESIGN

- 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 Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, 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.

## 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within thirty 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

## PART 3 - EXECUTION

### 3.1 SUBMITTAL REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Architect will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return copies less those retained.

### 3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.
- B. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. As the Work progresses, indicate Actual Completion percentage for each activity.

END OF SECTION 01 3000

## SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Use Charges: Cost or use charges for temporary facilities shall be included in the Contract Sum.
- B. Use water from Owner's existing system without metering and without payment of use charges.
- C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

## PART 2 - PRODUCTS

## 2.1 EQUIPMENT

- A. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained heaters with thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

## PART 3 - EXECUTION

## 3.1 TEMPORARY UTILITIES

- A. General: Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities. Use of Owner's existing toilet facilities will not be permitted.
- C. Heating and Cooling: Provide temporary heating and cooling required 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.
- D. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

### 3.2 TEMPORARY SUPPORT FACILITIES

- A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations.
- B. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.
- C. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.

### 3.3 TEMPORARY SECURITY AND PROTECTION FACILITIES

- A. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- C. Provide temporary enclosures for protection of construction and workers from inclement weather and for containment of heat.
- D. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- F. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.

### 3.4 TERMINATION AND REMOVAL

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
- B. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

END OF SECTION 015000

## SECTION 01 6000 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
  - 1. Submit three (3) copies of each request for product substitution.
  - 2. Submit requests within 10 days after the Notice to Proceed.
  - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
  - 4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
  - 5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Comparable Product Requests:
  - 1. Submit three (3) copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
  - 2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
  - 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 4. Store materials in a manner that will not endanger Project structure.
  - 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.



- E. 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.

## PART 2 - PRODUCTS

### 2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
  - 2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
  - 1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
  - 2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
  - 3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
  - 4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
  - 5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

## PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 6000

## SECTION 01 7000 - EXECUTION REQUIREMENTS

## PART 1 - GENERAL

## 1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. Record Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
- C. Operation and Maintenance Data: Organize data into three-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:
  - 1. Emergency instructions.
  - 2. Spare parts list.
  - 3. Copies of warranties.
  - 4. Wiring diagrams.
  - 5. Shop Drawings and Product Data.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

## 3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, filler and primer application.
- C. Where Drawings indicate dimensions of existing construction verify by field measurement. Where fabricated products are to be fitted to other construction verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.

### 3.2 CUTTING AND PATCHING

- A. Do not cut structural members without prior written approval of Architect.
- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

### 3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

### 3.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
  - 1. Remove labels that are not permanent.
  - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
  - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
  - 4. Vacuum carpeted surfaces and wax resilient flooring.
  - 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
  - 6. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

### 3.5 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Submit Record Drawings, maintenance manuals, warranties, and similar record information.
  - 3. Deliver spare parts, extra materials, and similar items.
  - 4. Changeover locks and transmit keys to Owner.
  - 5. Complete startup testing of systems and instruction of operation and maintenance personnel.
  - 6. Remove temporary facilities and controls.
  - 7. Complete final cleanup.
  - 8. Touch up, repair, and restore marred, exposed finishes.

9. Obtain final inspections from authorities having jurisdiction.
  10. Obtain certificate of occupancy.
- B. On receipt of a request for inspection, Architect will proceed with inspection or advise Contractor of unfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
1. Startup and shutdown.
  2. Emergency operations and safety procedures.
  3. Noise and vibration adjustments.
  4. Maintenance manuals.
  5. Spare parts, tools, and materials.
  6. Lubricants and fuels.
  7. Identification systems.
  8. Control sequences.
  9. Hazards.
  10. Warranties and bonds.
- D. Request inspection for certification of final acceptance, once the following are complete:
1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
  2. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
- E. Architect will reinspect the Work on receipt of notice that the Work has been completed.
1. On completion of reinspection, Architect will prepare a certificate of final acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01 7000

## SECTION 01 7320 - SELECTIVE DEMOLITION

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- B. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.
- C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- D. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

## 3.1 DEMOLITION

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
- C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- D. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.
- E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- F. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- G. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- H. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

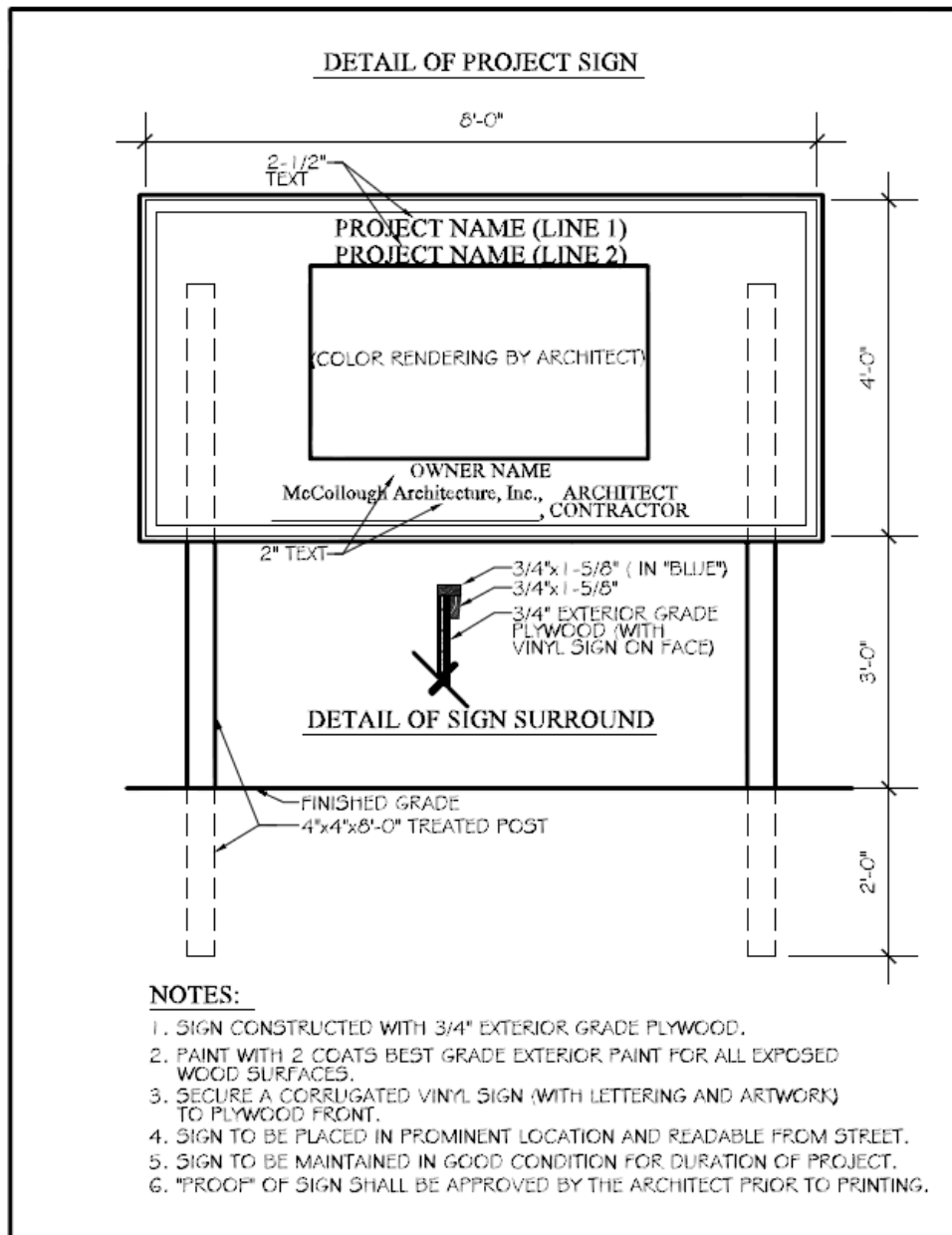
END OF SECTION 01 7320

SECTION 01 8000 – PROJECT CONSTRUCTION SIGN

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

Provide a project sign for the project as located by the Owner in accordance with the following drawing.



END OF SECTION 01 8000

## SECTION 02 3610 - TERMITE CONTROL

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and product certificates for each type of product indicated. Include the EPA-Registered Label.
- B. Installer Qualifications: A specialist who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment and products in jurisdiction where Project is located, and who employs workers trained and approved by bait-station system manufacturer to install manufacturer's products.
- C. Regulatory Requirements: Formulate and apply termiticides according to the EPA-Registered Label.
- D. Continuing Service: Provide 12 months' continuing service including monitoring, inspection, and re-treatment for occurrences of termite activity.

## PART 2 - PRODUCTS

## 2.1 TERMITE CONTROL PRODUCTS

- A. Soil Treatment Termiticide: Provide an EPA-registered termiticide complying with requirements of authorities having jurisdiction, in an aqueous solution.
- B. Wood Treatment with Borate: Provide an EPA-registered borate complying with requirements of authorities having jurisdiction.
- C. Bait Station System: Provide bait stations and monitoring stations based on the dimensions of building perimeter indicated on Drawings, according to manufacturer's EPA-Registered Label for product, manufacturer's written instructions, and the following:
  - 1. Not less than 1 station per 8 linear feet (2.4 linear meters).
  - 2. Not less than 1 cluster of stations per 20 linear feet (6.1 linear meters), consisting of not less than 3 stations per cluster.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. General: Comply with the most stringent requirements of authorities having jurisdiction and with manufacturer's EPA-Registered Label for products.
- B. Soil Treatment Application: Provide quantity required for application at the label volume and rate for the maximum specified concentration of termiticide, according to manufacturer's EPA-Registered Label, to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around and under building construction.
  - 1. At foundations.
  - 2. Under concrete floor slabs on grade.
  - 3. Under basement floor slabs.
  - 4. At hollow masonry.
  - 5. At expansion and control joints and slab penetrations.
  - 6. At crawlspaces; treat soil under and adjacent to foundations. Treat adjacent areas including around entrance platform, porches, and equipment bases.
- C. Post warning signs in areas of soil treatment application.
- D. Reapply soil termiticide treatment solution to areas disturbed by subsequent excavation or other construction activities following application.
- E. Wood Treatment Application: Provide quantity of borate solution required for application at the label volume and rate for the maximum specified concentration of borate, according to manufacturer's EPA-Registered Label, so that wood framing, sheathing, siding, and structural members subject to infestation receive treatment.
- F. Installing Bait Station Systems: Place bait stations and, if applicable, monitoring stations, according to the EPA-Registered Label for the product and manufacturer's written instructions.
  - 1. Inspect and service bait stations during time specified for continuing service, according to the EPA-Registered Label for product and manufacturer's written instructions.

END OF SECTION 02 3610



## SECTION 02 7600 - CONCRETE PAVING JOINT SEALANTS

## 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. Related Sections:
  - 1. Section "Joint Sealants" for sealing nontraffic and traffic joints in locations not specified in this Section.
  - 2. Section "Concrete Paving" for constructing joints in concrete pavement.

## 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each type of joint sealant from single source from single manufacturer.

## 1.4 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F .
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and

application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.2 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install joint-sealant backings of kind indicated to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of joint-sealant backings.
  - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
  - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place joint sealants so they directly contact and fully wet joint substrates.

2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

#### 3.4 CLEANING

- A. Clean off excess joint sealant or sealant smears adjacent to joints as the Work progresses, by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

#### 3.5 PROTECTION

- A. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

END OF SECTION

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

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS:

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

## 1.2 SUMMARY:

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. Related Sections include the following:
  - 1. Division 2 Section "Cement Concrete Pavements" for concrete pavement and walks.

## 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, ground granulated blast-furnace slag, and silica fume.

## 1.4 SUBMITTALS:

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
  - 1. Cementitious materials and aggregates.
  - 2. Steel reinforcement and reinforcement accessories.

3. Admixtures.
4. Curing materials.
5. Bonding agents.
6. Adhesives.
7. Repair materials.

#### 1.5 QUALITY ASSURANCE:

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. 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.
- C. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
  1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the 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-1 or an equivalent certification program.
- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- F. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
  1. ACI 301, "Specification for Structural Concrete."
  2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

#### 1.6 DELIVERY, STORAGE, AND HANDLING:

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

### PART 2 - PRODUCTS

#### 2.1 FORM-FACING MATERIALS:

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
    - 1. Plywood, metal, or other approved panel materials.
    - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
      - a. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.
  - B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
  - C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
  - D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
  - E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
    - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- 2.2 STEEL REINFORCEMENT:
- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
  - B. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- 2.3 REINFORCEMENT ACCESSORIES:
- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
    - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
- 2.4 CONCRETE MATERIALS:
- A. Portland Cement: ASTM C 150, Type I/II.

1. Fly Ash: ASTM C 618, Class C or F.
  - B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
    1. Nominal Maximum Aggregate Size: 3/4 inch (19 mm) @ elevated floors.
  - C. Water: Potable and complying with ASTM C 94.
- 2.5 ADMIXTURES:
- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
  - B. Air-Entraining Admixture: ASTM C 260.
  - C. Water-Reducing Admixture: ASTM C 494, Type A.
  - D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
  - E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
  - F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- 2.6 VAPOR RETARDERS:
- A. Vapor Retarder: ASTM E 1745, Class C, of one of the following materials; or polyethylene sheet, ASTM D 4397, not less than 8 mils (0.25 mm) thick:
    1. Nonwoven, polyester-reinforced, polyethylene coated sheet 10 mils (0.25 mm); thick.
    2. Three-ply, nylon- or polyester-cord-reinforced, laminated, high-density polyethylene sheet; 7.8 mils (0.18 mm) thick.
- 2.7 CURING MATERIALS:
- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
  - B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
  - C. Water: Potable.
  - D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
  - E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

- F. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- G. Products: Subject to compliance with requirements, provide one of the following:
1. Clear, Waterborne, Membrane-Forming Curing Compound:
    - a. AH Clear Cure WB; Anti-Hydro International, Inc.
    - b. Spartan Cote WB; Burke Group, LLC (The).
    - c. Safe-Cure & Seal 20; ChemMasters.
    - d. High Seal; Conspec Marketing & Manufacturing Co., Inc.
    - e. Safe Cure and Seal; Dayton Superior Corporation.
    - f. Diamond Clear VOX; Euclid Chemical Co.
    - g. SureCure; Kaufman Products Inc.
    - h. Glazecote Sealer-20; Lambert Corporation.
    - i. Dress & Seal WB; L&M Construction Chemicals, Inc.
    - j. Vocomp-20; W. R. Meadows, Inc.
    - k. Metcure; Metalcrete Industries.
    - l. Cure & Seal 150E; Nox-Crete Products Group, Kinsman Corporation.
    - m. Kure-N-Seal WB; Sonneborn, Div. of ChemRex, Inc.
    - n. Florseal W.B.; Sternson Group.
    - o. Cure & Seal 14 percent E; Symons Corporation.
    - p. Horncure 100; Tamms Industries Co., Div. of LaPorte Construction Chemicals of North America, Inc.
    - q. Hydro Seal; Unitex.
    - r. Vexcon Starseal 309; Vexcon Chemicals, Inc.
  2. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound:
    - a. Klear-Kote Cure-Sealer-Hardener, 30 percent solids; Burke Group, LLC (The).
    - b. Polyseal WB; ChemMasters.
    - c. UV Safe Seal; Lambert Corporation.
    - d. Lumiseal WB Plus; L&M Construction Chemicals, Inc.
    - e. Vocomp-30; W. R. Meadows, Inc.
    - f. Metcure 30; Metalcrete Industries.
    - g. Vexcon Starseal 1315; Vexcon Chemicals, Inc.

## 2.8 RELATED MATERIALS:

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements.

## 2.9 CONCRETE MIXES:



- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Footings and Foundations: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 3000 psi.
  - 2. Maximum Slump: 4 inches (100 mm).
  - 3. Maximum Water/Cement ratio = 0.55.
- D. Slab-on-Grade: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 3500 psi (20.7 MPa).
  - 2. Maximum Slump: 8 inches after addition of superplasticizer.
  - 3. Maximum Water/Cement ratio = 0.49.
- E. Walls, Beams & Elevated Slabs: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 4000 psi
  - 2. Maximum Slump: 8 inches after addition of superplasticizer.
  - 3. Maximum aggregate size ½"
  - 4. Maximum Water/Cement ratio = 0.53.
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 20 percent.
- F. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2 to 4 percent, unless otherwise indicated.
- G. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
  - 1. Air Content: 6 percent for 1-inch- (25-mm-) nominal maximum aggregate size.
  - 2. Air Content: 6 percent for 3/4-inch- (19-mm-) nominal maximum aggregate size.
- H. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.
- I. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- J. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) as required for placement and workability, and as indicated on drawings and schedules.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

#### 2.10 FABRICATING REINFORCEMENT:

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

#### 2.11 CONCRETE MIXING:

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
  1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

### PART 3 - EXECUTION

#### 3.1 EMBEDDED ITEMS:

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  1. Install anchor bolts, accurately located, to elevations required.

#### 3.2 VAPOR RETARDERS:

- A. Vapor Retarder: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.

#### 3.3 STEEL REINFORCEMENT:

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.4 JOINTS:

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
  - 3. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
  - 2. Terminate full-width joint-filler strips not less than 1/2 inch (12 mm) or more than 1 inch (25 mm) below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.

3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

### 3.5 CONCRETE PLACEMENT:

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
  1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
  2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
  3. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.
  5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface.
  6. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) 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.

### 3.6 FINISHING FLOORS AND SLABS:

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes.
1. Apply scratch finish to surfaces indicated and to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
  2. Finish and measure surface so gap at any point between concrete surface and an unlevelled freestanding 10-foot- (3.05-m-) long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed the following: 3/16 inch (4.8 mm).
- E. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

### 3.7 MISCELLANEOUS CONCRETE ITEMS:

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in-inserts and accessories as shown on the drawings. Screed, tamp, and trowel finish concrete surfaces unless noted otherwise.

### 3.8 CONCRETE PROTECTION AND CURING:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after

loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:

- C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) 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 (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
  - 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.

### 3.9 CONCRETE SURFACE REPAIRS:

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension in solid concrete but not less than 1 inch (25

- mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.



- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.10 FIELD QUALITY CONTROL:

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- 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 one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, 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; 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, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 4. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
    - a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
  - 5. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
    - a. Test two field-cured specimens at 7 days and two at 28 days.
    - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

- E. 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 mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- F. 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.
- G. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION 03 3000

## SECTION 06 1000 - ROUGH CARPENTRY

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Submittals: Model code evaluation reports for wood-preservative treated wood and metal framing anchors.

## PART 2 - PRODUCTS

## 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.
- B. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

## 2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWPA C2[, except that lumber not in ground contact and not exposed to the weather may be treated according to AWPA C31 with inorganic boron (SBX)].
  - 1. Use treatment containing no arsenic or chromium.
  - 2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
  - 3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSB Board of Review.
- B. Provide preservative-treated materials for all rough carpentry, unless otherwise indicated and the following:
  - 1. Wood members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Concealed members in contact with masonry or concrete.
  - 3. Wood framing members that are less than 18 inches (460 mm) above the ground.
  - 4. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 LUMBER

- A. Dimension Lumber:
  - 1. Maximum Moisture Content: 15 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness.

2. Non-Load-Bearing Interior Partitions: Mixed southern pine: SPIB.
  3. Framing Other Than Non-Load-Bearing Partitions: Construction, Stud, or No. 3: Southern pine: SPIB.
  4. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
    - a. Species: As specified for framing other than non-load bearing partitions.
    - b. Grade: Select Structural[No. 2.
- B. Timbers 5-Inch Nominal (117-mm Actual) Size and Thicker: Southern pine: SPIB Options in subparagraph below are values in SPIB rules for kiln-dried and air-dried timber, respectively.
1. Maximum Moisture Content: 19 percent.
- C. Concealed Boards: Mixed southern pine, No. 2: SPIB with 19 percent maximum moisture content.
- D. Miscellaneous Lumber: Construction, or No.2 Standard, Stud, or No. 3 grade with 19 percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.

#### 2.4 ENGINEERED WOOD PRODUCTS

- A. Engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be demonstrated by comprehensive testing.
- B. Laminated-Veneer Lumber: Manufactured with exterior-type adhesive complying with ASTM D 2559. Allowable design values determined according to ASTM D 5456.
1. Extreme Fiber Stress in Bending, Edgewise: 2900 psi (20.0 MPa) for 12-inch nominal-(286-mm actual-) depth members.
  2. Modulus of Elasticity, Edgewise: 2,000,000 psi (13 800 MPa).
- C. Wood I-Joists: Prefabricated units, made with solid or structural composite lumber flanges and wood-based structural panel webs, let into and bonded to flanges. Provide units complying with material requirements of and with structural capacities established and monitored according to ASTM D 5055.
1. Web Material: Plywood, Exterior grade.
  2. Structural Properties: Provide units with depths and design values not less than those indicated.
  3. Provide units complying with APA PRI-400, factory marked with nominal joist depth, joist class, span ratings, mill identification, and compliance with APA standard.
- D. Rim Boards: Product designed to be used as a load-bearing member and to brace wood I-joists at bearing ends, complying with research/evaluation report for I-joists.

1. Material: product made from any combination solid lumber, wood strands, and veneers].
2. Thickness: 1 inch (25 mm).

## 2.5 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: Plywood, Exposure 1, C-D Plugged, fire-retardant treated, not less than 1/2 inch (12.7 mm) thick.

## 2.6 MISCELLANEOUS PRODUCTS

- A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
  1. Power-Driven Fasteners: CABO NER-272.
  2. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- B. Metal Framing Anchors: Structural capacity, type, and size indicated.
  1. Use anchors made from hot-dip galvanized steel complying with ASTM A 653/A 653M, G60 (Z180) coating designation for interior locations where stainless steel is not indicated.
  2. Use anchors made from stainless steel complying with ASTM A 666, Type 304 for exterior locations and where indicated.
- C. Sill-Sealer: Glass-fiber insulation, 1-inch (25-mm) thick, compressible to 1/32 inch (0.8 mm).

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Securely attach rough carpentry to substrates, complying with the following:
  1. CABO NER-272 for power-driven fasteners.
  2. Published requirements of metal framing anchor manufacturer.
  3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings

END OF SECTION 06 1000

## SECTION 06 2000 - FINISH CARPENTRY

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Submittals: Samples for hardwood veneer plywood paneling and hardboard paneling.

## PART 2 - PRODUCTS

## 2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.
- B. Softwood Plywood: DOC PS 1.
- C. Hardwood Plywood: HPVA HP-1.
- D. MDF: ANSI A208.2, Grade 130, made with binder containing no urea-formaldehyde resin].
- E. Particleboard: ANSI A208.1, Grade M-2.
- F. Melamine-Faced Particleboard: Particleboard complying with ANSI A208.1, Grade M-2, finished on both faces with thermally fused, melamine-impregnated decorative paper complying with LMA SAT-1.

## 2.2 EXTERIOR FINISH CARPENTRY

- A. Exterior Lumber Trim: Smooth-textured, Premium or 2 Common (Sterling) eastern white pine, eastern hemlock-balsam fir-tamarack, eastern spruce, or white woods.
  - 1. Maximum Moisture Content: 19 percent.
- B. Fiber Cement Siding and Trim: Refer to "SIDING" specification section 07462
- C. Lumber Siding: Kiln-dried, Premium or 2 Common (Sterling) eastern white pine, eastern hemlock-balsam fir-tamarack, eastern spruce, or white woods.
- D. Plywood Siding: APA-rated siding, 1/2-inch- (12.7-mm-) thick, 303-30-S/W, pine faced, rough sawn, plain.
- E. Plywood Soffits: 1/2-inch- (12.7-mm-) thick, Exterior-type, Grade A-Cugged and touch sanded 303-30-S/W, pine faced, rough sawn, plain.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. Condition finish carpentry in installation areas for 24 hours before installing.
- B. Prime and backprime lumber for painted finish exposed on the exterior.
- C. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Scribe and cut to fit adjoining work. Refinish and seal cuts.
- D. Install standing and running trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Stagger joints in adjacent and related trim. Cope at returns and miter at corners.
- E. Nail siding at each stud. Do not allow nails to penetrate more than one thickness of siding, unless otherwise recommended by siding manufacturer. Seal joints at inside and outside corners and at trim locations.
- F. Select and arrange paneling for best match of adjacent units. Install with uniform tight joints.

END OF SECTION 06 2000



## SECTION 07 2100 - BUILDING INSULATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Concealed thermal building insulation.
  - 2. Concealed acoustical building insulation.

## 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of insulation product specified.

## 1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Insulation Products: Obtain each type of building insulation from a single source with resources to provide products complying with requirements indicated without delaying the Work.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated on Drawings or specified elsewhere in this Section as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
  - 1. Surface-Burning Characteristics: ASTM E 84.
  - 2. Fire-Resistance Ratings: ASTM E 119.
  - 3. Combustion Characteristics: ASTM E 136.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect plastic insulation as follows:
  - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
  - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.

3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide insulation products by one of the following:
  1. Rigid Insulation Board
    - a. Equal to Owens Corning "Foamular 250" Extruded Polystyrene (XPS) Rigid Foam Insulation
  2. Glass-Fiber Insulation
    - a. CertainTeed Corporation
    - b. Johns Manville Corporation
    - c. Knauf Fiber Glass
    - d. Owens Corning
  3. Slag-Wool / Rock-Wool Fiber Sound Attenuation Insulation:
    - a. Fibrex, Inc.
    - b. Partek Insulations, Inc.
    - c. USG Interiors, Inc.

### 2.2 INSULATING MATERIALS

- A. General: Provide insulating materials that comply with requirements and with referenced standards.
  1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer's standard thicknesses, widths, and lengths.
- B. Polyisocyanurate Insulation: "EnergyGuard" Insulation by GAF. Refer to Roofing Specification.
- C. Unfaced Mineral-Fiber Blanket Insulation: Sound attenuation insulation combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665, Type I (blankets without membrane facing).
  1. Mineral-Fiber Type: Fibers manufactured from slag wool or rock wool.
  2. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
  3. Thickness: Provide R13 in 2x4 walls; R19 in 2x6 walls; R30 in attic; and rigid board thickness as thick as metal stud wall and unless otherwise indicated on drawings.
  4. Provide insulation in ALL interior walls.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and to determine if other conditions affecting performance of insulation are satisfactory. Do not proceed with installation until unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or that interfere with insulation attachment.

## 3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Apply single layer of insulation to produce thickness indicated.

## 3.4 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Set kraft-faced thermal insulation blankets with kraft facing toward plywood roof sheathing.
  - 1. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
    - b. Provide galvanized chicken wire as required to hold insulation in place between roof trusses.
- C. Install sound attenuation insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
- D. Install board insulation on concrete and masonry substrates by adhesive attachment. Seal joints between boards with aluminum foil tape.

## 3.5 PROTECTION

- A. General: Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 2100

## SECTION 07 2726

## FLUID-APPLIED WEATHER BARRIERS

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

- A. Fluid-applied, vapor permeable weather barrier membrane equal to DuPont™ Tyvek® Fluid Applied WB System.
- B. Joint Treatment:
  - 1. Joint Tape.
  - 2. Joint Compound.
- C. Flashing:
  - 1. Vapor Permeable Fluid-Applied Elastomeric Flashing equal to DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound or DuPont™ Tyvek® Fluid Applied Flashing – Brush Grade, as manufactured by DuPont™.
  - 2. Flexible Flashing.
  - 3. Sheet Flashing.
- D. Sealant.
- E. Primers for flexible flashing and sheet flashing.

## 1.2 REFERENCES

- A. ASTM International
  - 1. ASTM C 1250 – Standard Test Method for Nonvolatile Content of Cold Liquid-Applied Elastomeric Waterproofing Membranes.
  - 2. ASTM D 412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers – Tension.
  - 3. ASTM D 2240 – Standard Test Method for Rubber Property – Durometer Hardness.
  - 4. ASTM D 4541 – Standard Test Method for Pull-off Strength of Coatings Using Portable Adhesion Testers.
  - 5. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
  - 6. ASTM E 96 - Test Method for Water Vapor Transmission of Materials
  - 7. ASTM E 283 – Standard Test Method for Determining the Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors under Specified Pressure Differences Across the Specimen.

8. ASTM E 331 – Standard Test Method for Water Penetration of Exterior Windows, Skylight, Doors and Curtain Walls by Uniform Static Air Pressure Differences.
9. ASTM E 779 – Standard Test Method for Determining Air Leakage Rate by Fan Pressurization.
10. ASTM E 783 – Standard Test Method for Field Measurement of Air Leakage through Installed Exterior Windows and Doors.
11. ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
12. ASTM E 1186 – Standard Practices for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems.
13. ASTM E 1677 - Specification for Air Retarder Material or System for Framed Building Walls.
14. ASTM E 2178 – Standard Test Method for Air Permeance of Building Materials
15. ASTM E 2357 – Standard Test Method for Determining Air Leakage of Air Barrier Assemblies.
16. ASTM G155 – Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.
17. ASTM C 1305 - Standard Test Method for Crack Bridging Ability of Liquid-Applied Waterproofing Membrane.

B. AATCC – American Association of Textile Chemists & Colorists

1. Test Method 127 Water Resistance: Hydrostatic Pressure Test.

C. TAPPI

1. Test Method T-460; Air Resistance of Paper (Gurley Hill Method).

### 1.3 SUBMITTALS

A. Refer to Submittal Procedures.

B. Product Data: Submit manufacturer's current technical literature for each component.

C. Quality Assurance Submittals:

1. Design Data, Test Reports: Provide manufacturer test reports indicating product compliance with indicated requirements.
2. Manufacturer Instructions: Provide manufacturer's written installation instructions.
3. Manufacturer's Field Service Reports: Provide site reports from authorized field service representative, indicating observation of weather barrier system installation.

D. Closeout Submittals:

1. Refer to Closeout Submittals.
2. Weather Barrier Warranty: Manufacturer's executed warranty form with authorized signatures and endorsements indicating date of Substantial Completion.

#### 1.4 QUALITY ASSURANCE

##### A. Qualifications:

1. Installer shall have experience with installation of commercial fluid-applied weather barrier assemblies under similar conditions.
2. Installer shall be trained and certified for installation by manufacturer.

##### B. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.

##### C. Source Limitations: Provide weather barrier and accessory materials produced by single manufacturer.

##### D. Mock-up:

1. Install mock-up using approved weather barrier system including membrane, flashing, joint and detailing compound and related weather barrier accessories according to weather barrier manufacturer's current printed instructions and recommendations.
  - a. Mock-up size: 10 feet by 10 feet.
  - b. Mock-up Substrate: Match wall assembly construction, including window opening.
  - c. Mock-up may remain as part of the work.
2. Contact manufacturer's designated representative prior to weather barrier system installation, to perform required mock-up visual inspection and analysis as required for warranty.

##### E. Pre-installation Meeting

1. Hold a pre-installation conference, two weeks prior to start of weather barrier installation. Attendees shall include Contractor, Architect, certified installer, Owner's Representative, and weather barrier manufacturer's designated field representative.
2. Review all related project requirements and submittals, status of substrate work and preparation, areas of potential conflict and interface, availability of weather barrier system materials and components, installer's training requirements, equipment, facilities and scaffolding, and coordinate methods, procedures and sequencing requirements for full and proper installation, integration and protection.

#### 1.5 DELIVERY, STORAGE AND HANDLING

##### A. Refer to Product Requirements.

##### B. Deliver weather barrier materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.

- C. Store weather barrier materials as recommended by manufacturer.

## 1.6 SCHEDULING

- A. Review requirements for sequencing of installation of weather barrier system with installation of windows, doors, louvers and flashings to provide a weather-tight barrier system.
- B. Schedule installation of exterior cladding within nine months of weather barrier system installation.

## 1.7 WARRANTY

- A. Refer to Section [01 78 36 Warranties] [insert section number and title].
- B. Limited Warranty
  - 1. Manufacturer's warranty for weather barrier for a period of ten (10) years from date of Purchase.
  - 2. Pre-installation meeting and jobsite observations by weather barrier manufacturer for warranty are required.

## PART 2 - PRODUCTS

### 2.1 WEATHER BARRIER

- A. Manufacturer: Equal to DuPont Building Innovations; 4417 Lancaster Pike, Chestnut Run Plaza 728, Wilmington, DE 19805; 1.800.44TYVEK (8-9835); <http://weatherization.tyvek.com>
  - 1. Description: A single-component, low VOC, 25 mil thick synthetic polymer fluid-applied product with superior elasticity and flexibility providing resistance to air flow, bulk water and wind driven rain yet allows moisture vapor to escape.
  - 2. Basis of Design: DuPont™ Tyvek® Fluid Applied WB System; including DuPont™ Tyvek® Fluid Applied WB, DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound, DuPont™ Tyvek® Fluid Applied Flashing – Brush Grade and DuPont™ Sealant for Tyvek® Fluid Applied Systems.
- B. Performance Characteristics:
  - 1. Air Penetration Resistance (Material):
    - a. 0.0002 cfm/ft<sup>2</sup> at 75 Pa, when tested in accordance with ASTM E 2178.
    - b. Air infiltration greater than 10,000 seconds per 100cc, when tested in accordance with TAPPI Test Method T-460
  - 2. Air Penetration Resistance (System / Assembly):
    - a. ≤ 0.01 cfm/ft<sup>2</sup> at 75 Pa, when tested in accordance with ASTM E 2357.

- b.  $\leq 0.01$  cfm/ft<sup>2</sup> at 75 Pa, Type I Air Barrier, when tested in accordance with ASTM E 1677.
3. Water Vapor Transmission: 25 perms, when tested in accordance with ASTM E 96, Method B at 25 mils DFT (Dry Film Thickness).
4. Water Penetration Resistance: Greater than 1000 cm when tested in accordance with AATCC Test Method 127. No leakage at 15 psf when tested in accordance with ASTM E 331.
5. Tensile Strength: Minimum 169 lbs/in<sup>2</sup>, when tested in accordance with ASTM D 412.
6. Estimated Elongation: 420% in accordance with ASTM D 412.
7. Hardness: Passes at a Shore A hardness of 71, when tested in accordance with ASTM D 2240.
8. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E 84. Flame Spread: 25, Smoke Developed: 25.
9. UV Resistance: 9 months
10. Volatile Organic Content (VOC): Less than 2% (25-30 g/L) when measured in accordance with ASTM C 1250.
11. Adhesion Strength (Concrete): Greater than 33 psi when measured in accordance with ASTM D 4541.
12. Low Temperature Crack Bridging: Pass, when tested in accordance with ASTM C 1305.

## 2.2 ACCESSORIES

- A. Joint Treatment:
  1. Joint Tape:
    - a. Product: Self-adhered fiberglass mesh tape as recommended by weather barrier manufacturer.
  2. Joint Compound: Fluid-applied, vapor permeable, elastomeric flashing material; trowel applied.
    - a. Product: DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound
- B. Flashing:
  1. Vapor permeable fluid-applied elastomeric flashing:
    - a. Product: DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound
  2. Flexible flashing with butyl adhesive layer.
    - a. Product: DuPont™ FlexWrap™ NF.
  3. Sheet flashing with butyl adhesive layer.
    - a. Product: DuPont™ StraightFlash™.
- C. Sealant: Elastomeric; non-vapor permeable sealant; compatible with weather barrier.
  1. Product: DuPont™ Sealant for Tyvek® Fluid Applied Systems.



- D. Primers for flexible flashing and sheet flashing:
1. Provide flashing manufacturer recommended primer to assist in adhesion between substrate and flashing.
  2. Products:
    - a. 3M High Strength 90
    - b. Denso Butyl Spray

## EXECUTION

### 2.3 EXAMINATION

- A. Verify substrate and surface conditions are in accordance with weather barrier manufacturer recommended tolerances prior to installation of weather barrier and accessories.

### 2.4 PREPARATION

- A. Complete surface preparation, priming, flashing and detailing of openings, cracks, and material transitions prior to beginning installation of fluid-applied weather barrier system.
- B. Surfaces shall be clean and free of frost, oil, grease, mold and efflorescence prior to application of fluid-applied weather barrier system.

### 2.5 INSTALLATION - DETAILING

- A. Corners: Apply primer to outside and inside corners, extend 2 inches on each side of corner. Center sheet flashing over corner and press firmly in place per manufacturer's recommendations.
- B. Joint treatment:
1. Sheathing:
    - a. Joints shall be prepared per manufacturer's approved joint treatment details.
    - b. Apply joint tape as recommended by fluid-applied weather barrier manufacturer.
      - 1) No joint treatment required for joints up to 1/16 inch.
      - 2) Joints 1/16 to 1/4 inch: Fluid-applied joint compound applied to form a 1-inch width on each side of sheathing joint; smooth joint compound across sheathing joint. Thickness shall be 15 to 25 mils.
      - 3) Joints 1/16 to 1/2 inch: Apply joint tape to bridge both sides of joint equally. Apply fluid-applied joint compound and trowel smooth embedding joint compound uniformly into joint tape to form a 1-inch width on each side of sheathing joint at a consistent thickness of 15 to 25 mils.

- 4) Joints 1/2 to 1 inch: Apply sheet flashing primer above and below sheathing joint. Center sheet flashing over sheathing joint and press firmly in place per manufacturer's recommendations.
2. Non-movement joints in masonry and transitions to columns and beams:
    - a. Joints 1/4-inch-wide or less: Apply fluid-applied joint compound a minimum of 2 inches wide by 60 mils thick to each side of joint or crack.
    - b. Joints 1/4 to 1/2 inch: Apply primer 2 inches on each side of joint. Center sheet flashing over joint and press firmly in place per manufacturer's recommendations.
  - C. Apply fluid-applied joint compound to cladding anchors prior to installation of weather barrier membrane per manufacturer's instructions.
  - D. Apply fluid-applied joint compound around penetrations in exterior walls forming a fillet bead minimum 1/2 inch onto each surface.
  - E. Installation – Vapor permeable fluid-applied elastomeric flashing at openings:
    1. At jambs and head of rough opening: Apply 25 mil thickness of fluid-applied flashing to full depth of opening and 2 inches onto outside face of opening.
    2. At sills: Apply primer to substrates as recommended by manufacturer. Cut sheet flashing to fit directly between jambs of opening. Install sheet flashing to full width of sill opening and down onto outside face of opening a minimum of 2 inches. Cover sheet flashing with 25 mil thickness of vapor permeable fluid-applied elastomeric flashing per fluid-applied weather barrier manufacturer's instructions.
  - F. Allow Fluid-Applied Flashing, Joint Compound and Sealant to cure for minimum 24 hours before coating with Fluid-applied Weather Barrier.
- 2.6 INSTALLATION - FLUID-APPLIED WEATHER BARRIER
- A. Install fluid-applied weather barrier prior to installation of windows, doors, and louvers.
  - B. Mask and protect any adjacent finished surfaces from fluid-applied weather barrier material.
  - C. Install fluid-applied weather barrier over exterior face of required exterior wall substrates in accordance with weather barrier manufacturer recommendations and instructions.
  - D. Install fluid-applied weather barrier by power-rolling method to achieve 25 mils providing a consistent and uniform thickness.
  - E. Repair any voids, holidays, or non-uniform installations or damage by other trades to proper mil thickness prior to installation of final cladding assemblies.

## 2.7 FIELD QUALITY CONTROL

- A. Notify weather barrier manufacturer's designated representative to obtain required periodic observations of weather barrier system installation.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections as required in Contract Documents.
- C. Inspections: Weather barrier materials, accessories, and installation are subject to inspection for compliance with performance requirements.
- D. Tests: As determined by Owner's testing agency from among the following tests:
  - 1. Quantitative Air-Leakage Testing: Weather barrier assemblies will be tested for air infiltration according to ASTM E 783.
  - 2. Quantitative Air-Leakage Testing: Whole building air leakage will be tested in accordance with ASTM E 779, ASTM E 1827 or equivalent.
  - 3. Qualitative Air-Leakage Testing: Weather barrier assemblies will be tested for evidence of air leakage according to ASTM E 1186.
  - 4. Qualitative Water-Leakage Testing: Weather barrier assemblies will be tested for water leakage according to ASTM E 1105.
- E. Weather barriers assemblies will be considered defective upon failure of inspections and specific project testing required.
  - 1. Apply additional fluid-applied weather barrier material, in accordance with manufacturer's instructions, where inspection results indicate insufficient thickness, voids, skips, pinholes or other defects as recommended by weather barrier manufacturer.
  - 2. Remove and replace deficient weather barrier system components for retesting as specified above.
- F. Repair damage to weather barriers caused by destructive testing; follow manufacturer's written instructions.

## 2.8 PROTECTION AND CLEANING

- A. Protect weather barrier from contact with incompatible materials and sealants not approved per weather barrier manufacturer's recommendation.
- B. Protect installed weather barrier system from damage during construction prior to cladding installation.
  - 1. If damaged or exposed to UV beyond nine (9) months, clean and prepare surfaces and install additional, full-thickness, fluid-applied weather barrier application in accordance with weather barrier manufacturer's instructions.
- C. Remove masking materials and adjacent protection after weather barrier installation.

END OF SECTION

## SECTION 07 4113 – EXPOSED FASTENER ROOF PANELS

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Exposed-fastener, lap-seam, metal roof panels.

## B. Related Requirements:

1. Section 074293 "Soffit Panels" for metal panels used in horizontal soffit applications.
2. Section 077253 "Snow Guards" for prefabricated devices designed to hold snow on the roof surface, allowing it to melt and drain off slowly.

## 1.2 PREINSTALLATION MEETINGS

## A. Preinstallation Conference: Conduct conference at Project site .

1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
5. Review structural loading limitations of deck during and after roofing.
6. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.
7. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
8. Review temporary protection requirements for metal panel systems during and after installation.
9. Review procedures for repair of metal panels damaged after installation.
10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

### 1.3 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
  - 1. Exposed-fastener, lap-seam, metal roof panels.
- B. Shop Drawings:
  - 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
  - 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.
- C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For exposed-fastener, lap-seam metal roof panels, for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panels to include in maintenance manuals.

### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.
- E. Copper Panels: Wear gloves when handling to prevent fingerprints and soiling of surface.

#### 1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

#### 1.9 COORDINATION

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.
- B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including rupturing, cracking, or puncturing.
    - b. Deterioration of metals and other materials beyond normal weathering.
  - 2. Warranty Period: 20 years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
  - 1. Wind Loads: As indicated on Drawings.
  - 2. Other Design Loads: As indicated on Drawings.
  - 3. Deflection Limits: For wind loads, no greater than 1/180 of the span..
- B. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E2140.
- C. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
  - 1. Uplift Rating: UL 90.

## 2.2 EXPOSED-FASTENER, LAP-SEAM, METAL ROOF PANELS

- A. Provide factory-formed metal roof panels designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weathertight installation.
- B. Exposed-Fastener Metal Roof Panels: Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs.
  - 1. Manufacturers: Subject to compliance with requirements, undefined:
    - a. Berridge Manufacturing Company.
    - b. Fabral; a brand of OmniMax International.
    - c. MBCI; Cornerstone Building Brands.
    - d. McElroy Metal, Inc.
  - 2. Metallic-Coated Steel Sheet: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ55 (Grade 340, Coating Class AZM165) unpainted Galvalume Plus coating,
    - a. Nominal Thickness: 24 gage.
  - 3. Major-Rib Spacing: 12 inches o.c.
  - 4. Panel Coverage: 36 inches.
  - 5. Panel Height: 1.25 inches.

## 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils thick, specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 220 deg F; ASTM D1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D1970.
3. Manufacturers: Subject to compliance with requirements, undefined:
  - a. ATAS International, Inc.
  - b. Carlisle WIP Products; a brand of Carlisle Construction Materials.
  - c. GCP Applied Technologies Inc.
  - d. Owens Corning.

#### 2.4 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C645; cold-formed, metallic-coated steel sheet, ASTM A653/A653M, G90 hot-dip galvanized coating designation or ASTM A792/A792M, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
  2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
  3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish gutters to match roof fascia and rake trim.
- E. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.
- F. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- G. Panel Sealants: Provide sealant types recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.



1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

## 2.5 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
  3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
    - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  - 1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
  - 2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking, and that installation is within flatness tolerances required by metal roof panel manufacturer.
    - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.

#### 3.3 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. , wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.
  - 1. Apply over the entire roof surface.
- B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

#### 3.4 INSTALLATION OF METAL ROOF PANELS

- A. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor

metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
  2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air or water-resistive barriers and flashings that are concealed by metal panels are installed.
  3. Install screw fasteners in predrilled holes.
  4. Locate and space fastenings in uniform vertical and horizontal alignment.
  5. Install flashing and trim as metal panel work proceeds.
  6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
  7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
  8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
- B. Fasteners:
1. Steel Panels: Use stainless steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
  2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
  3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
  4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
  5. Flash and seal panels with weather closures at perimeter of all openings.
  6. Watertight Installation:
    - a. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels and elsewhere as needed to make panels watertight.
    - b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    - c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

- E. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal panel manufacturer; or, if not indicated, provide types recommended in writing by metal panel manufacturer.
- F. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level. Install work with laps, joints, and seams that are permanently watertight.
  - 1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof performance.
  - 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- G. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36 inches o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- H. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.
  - 1. Provide elbows at base of downspouts to direct water away from building.
- I. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

### 3.5 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.6 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On

completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

- B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 4113

## SECTION 07 6100-STANDING SEAM ROOF PANELS

## PART 1 - GENERAL.

## 1.1 DESCRIPTION

- A. Work described in this section includes pre-formed metal roofing system complete with clips, perimeter and penetration flashing, closures, trim and required fascia panels, soffit panels and insulation.
- B. Related work specified elsewhere:
  - 1. Sheathing.
  - 2. Sheet metal flashing and trim.

## 1.2 SUBMITTALS

- A. Shop drawings: Show roof panel system with flashings and accessories in plan and elevation; sections and details. Include metal thickness and finishes, panel lengths, joining details, anchorage details for required wind loads indicated on drawings, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Indicate Building Code compliance. Provide P.E. stamping. Shop drawings to be prepared by metal roof panel manufacturer.
- B. Design Test Reports.
  - 1. Submit copies of design test reports for each of the performance testing standards listed in specification section 1.6.
  - 2. Test reports shall be performed by independent, accredited test in laboratories, and shall bear the seal of a registered professional engineer.
- C. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification section 1.7.
- D. Samples.
  - 1. Submit sample of panel section, at least 6" x 6" showing seam profile and also a sample of color selected.
  - 2. Submit sample of panel clip, gable clip, and preformed foam closures.

## 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Inspect materials upon delivery.
- B. Handle materials to prevent damage.
- C. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from any debris.

## 1.4 REFERENCE STANDARDS.

- A. American Iron and Steel Institute (AISI):
  - 1. SG02-1: 2001 Edition of the North American Specification for the Design of Cold-Formed Steel Structural Members.
- B. American Society for Testing and Materials (ASTM):
  - 1. A653-03: Specification for Steel Sheet, Zinc-coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 2. A792-03: Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
  - 3. B209-02a: Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

4. D1056-00: Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
  5. D3575-00e1: Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
  6. E1592-01: Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
  7. E1646-95(2003): Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
  8. E1680-95(2003): Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- C. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1. Architectural Sheet Metal Manual, 6th edition.
- D. Underwriters Laboratory (UL):
1. UL 580, 4<sup>th</sup> Ed.: Standard for Tests for Uplift Resistance of Roof Assemblies.

#### 1.5 QUALITY CRITERIA/INSTALLER QUALIFICATIONS.

- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of five (5) years' experience specializing in the installation of structural standing-seam metal roof systems.
- B. Contractor must be certified by manufacturer specified as supplier of standing seam system and obtain written certification from manufacturer that installer is approved for installation of specified system.
- C. Successful contractor must obtain all components of roof system from a single manufacturer. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- D. Fabricator/Installer shall submit work experience and evidence of adequate financial responsibility. Architect reserves the right to inspect fabrication facilities in determining qualifications.
- E. Applicable erection tolerances: Maximum variation from true planes or lines: 1/4" in 20'-0"; 3/8" in 40'-0" or more.

#### 1.6 DESIGN AND PERFORMANCE CRITERIA.

- A. Thermal Expansion and Contraction.
  1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, or reducing performance ability.
  2. The design temperature differential shall be not less than +/- 220 degrees F.
  3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
- B. Uniform Wind Uplift Load Capacity.
  1. Installed roof system shall withstand negative wind uplift pressures complying with the following criteria.
    - a. Design Code: ASCE 7, Method 2 for Components and Cladding.
    - b. Roof Area Negative Uplift Pressure: See drawings
  2. Capacity shall be determined using defined method in accordance with ASTM E 1592, testing of sheet metal roof panels.
- C. Uniform Positive Load Capacity.

1. Uniform positive load capacity shall be determined in accordance with AISI SG02-1.
  2. The installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf.; Roof Snow Load N/A.
  3. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.
- D. Wind Uplift Classification: The panel system shall be listed as a Class 90 windstorm rated system, as determined by UL 580.
- E. Fire Resistance Classification: The panel system shall be listed as a Class A fire rated system, as determined by UL 790.
- F. Air infiltration: The panel system shall be tested in accordance with ASTM E1680, and meet or exceed the following performance requirements:

PressureArea Leakage Rate

1.57 PSF0.0028 cfm/sq.

6.24 PSF0.0041cfm/sq. ft.

20.0 PSF0.0059 cfm/sq. ft.

- G. Static air pressure water infiltration: The panel system shall be tested in accordance with ASTM E1646, and meet or exceed the following performance requirements:

PressureResult

5 Gal/Hr. per S.F. and Static AirNo Leakage

Pressure of 20.0 psf. for 15 minutes

#### 1.7 WARRANTIES.

- A. Endorse and forward to owner the following warranties:
1. 20 year limited watertight warranty, jointly signed by the installer and the manufacturer.
  2. Manufacturer's standard 20-year finish warranty covering checking, crazing, peeling, chalking, fading, and adhesion.
  3. Installer's 3-year warranty covering roof panel system installation and water tightness.
- B. Warranties shall commence on date of substantial completion.

## PART 2 - PRODUCTS

### 2.1 STANDING SEAM ROOFING SYSTEM MANUFACTURERS.

- A. A.Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224.
- B. Alternate manufacturers are subject to full compliance with specification requirements, and shall be submitted for approval prior to bid. Approved alternate manufacturers are:
1. Drexel Metal – DMC200S-2" Standing Seam Metal Roof Panels (12" Coverage)
  2. Fabral Power Seam 12" x 2" 24 GA Standing Seam Metal Roof System
  3. No substitutions will be permitted after the bid date of this project.

### 2.2 STANDING SEAM ROOFING PANELS

- A. Mechanically-seamed, Concealed Fastener, Metal Roof Panels: Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224
1. Basis of Design: MBCI, SuperLok
- B. Materials.



1. Panel materials: Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ55 (Grade 340, Coating Class AZM165) unpainted Galvalume Plus coating.
    - a. Nominal Coated Thickness: 24 gage
    - b. Panel Surface: Smooth with striations in pan.
  2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof panel system, unless indicated otherwise.
- C. Characteristics.
1. The same panel profile from a single manufacturer shall be used for ALL standing seam roof areas.
  2. Configuration: Structural metal roof panel consisting of formed metal sheet with vertical ribs at panel edges, installed by lapping and mechanically interlocking edges of adjacent panels, and attaching panels to supports using concealed clips and fasteners in a weather tight installation.
    - a. Panel Width: 12 inches.
    - b. Panel Seam Height: 2 inch
    - c. Joint Type: Mechanically seamed.
  3. Panels must be furnished in continuous lengths from ridge to the eave with no overlaps unless approved by manufacturer to length of run.
  4. Site Formed Panels: Bidder will not be allowed to supply panels formed at the job-site on portable roll formers; metal panels must be factory pre-manufactured and engineered for this project.
- D. METAL ROOF PANEL ACCESSORIES
1. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, gutters and downspouts, and miscellaneous flashings, in [manufacturer's standard profiles] [profiles as indicated]. Provide required fasteners, closure strips, thermal spacers, splice plates, support plates, and sealants as indicated in manufacturer's written instructions.
    - a. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.
    - b. Panel Clips: Provide panel clip of type specified, at spacing indicated on approved shop drawings.
    - c. Two-piece Floating: ASTM C 645, with ASTM A 653/A 653M, G90 (Z180) hot-dip galvanized zinc coating, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
    - d. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.
    - e. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
    - f. Factory-Applied Seam Sealant: Manufacturer's standard hot-melt type.
    - g. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.



waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.

- B. Attach panels to supports using clips, screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
  - 1. Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
  - 2. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel, and factory-applied sealant are completely engaged.
  - 3. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
  - 4. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

### 3.4 ACCESSORY INSTALLATION

- A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
  - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
  - 3. Provide concealed fasteners except where noted on approved shop drawings.
  - 4. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weather tight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
  - 1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage an independent testing and inspecting agency acceptable to Architect to perform field tests and inspections and to prepare test reports.

### 3.6 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION 076100

## SECTION 07 6200 – SHEET METAL FLASHING AND TRIM

## PART 1 – GENERAL

## 1.1SUMMARY

## A. Section Includes:

1. Sheet metal flashing and trim, includes fascia.
2. Fasteners and attachment devices.
3. Coatings and slip sheets to isolate sheet metal from dissimilar materials.
4. Rain diverters.

B. Wood blocking, nailers, edge strips, and battens are not specified in this section.

## 1. Related Sections:

2. Reglet to Masonry: Elsewhere in Division 4.
3. Wood blocking and nailers: Division 6.
4. Roof Panels: Elsewhere in Division 7.
5. Rain Diverters: Elsewhere in Division 7.
6. Weather-stripping of doors and windows: Division 8.

## 1.2REFERENCES

A. AA DAF-45 -- Designation System for Aluminum Finishes; latest edition.

B. AAMA 605.2 -- Specification for High Performance Organic Coating.

C. Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA); latest edition.

D. ASTM A 526/ A 526M -- Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality; latest edition.

E. ASTM B 32 -- Standard Specification for Solder Metal; latest edition.

F. ASTM B 209 -- Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; latest edition.

G. FS TT -C-494A -- Coating Compound, Bituminous, Solvent Type, Acid Resistant; latest edition.

H. FS IT -P-645A -- Primer, Paint, Zinc Chromate, Alkyd Type; latest edition.

## 1.3PERFORMANCE

A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement and exposure to weather conditions.

#### 1.4SUBMITTALS

A. Product Data: Submit manufacturer's technical product data, installation instructions and recommendations for use of each type of product required. Provide additional data as required to demonstrate compliance with project requirements.

B. Submit 20-year paint warranty for Kynar finishes warranting against excess finish fade, chalking and peeling.

C. Submit color selections available for Kynar 500 finishes. A minimum of 16 colors must be available for selection.

#### 1.5QUALITY ASSURANCE

A. Installer: A firm having 3 years' successful experience, minimum, with installation of metal work of type and scope equivalent to work of this section.

B. Quality Standard:

1. Fabricate and install sheet metal work in accordance with Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "Architectural Sheet Metal Manual," 1993, 5th edition, except where shown or specified otherwise.

### PART 2 – PRODUCTS

#### 2.1MATERIALS

A. Galvanized Steel Sheet: ASTM A 526, commercial quality, G90 hot-dip galvanized.

1. Finish: Kynar 500, 2-coat finish.
2. Minimum thickness: 24 gage (0.0239 inch), unless indicated otherwise.

B. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designated below:

1. Factory Painted Aluminum Sheet: ASTM B 209 (ASTM B 209M), 3003-H14, with a minimum thickness of 0.040 inch (1.0 mm) unless otherwise indicated.

C. Sheet Lead: Hard tempered, containing 4 to 6 percent antimony, 3.0 pounds per square foot minimum weight for exposed sheet. Soft lead sheet, 4.0 pounds per square foot minimum weight for concealed uses.

## 2.2 ACCESSORIES

- A. Fasteners: Corrosion resistant metal of same material or as recommended by manufacturer of metal being fastened. Exposed fastener heads, where permitted, to match color and finish of sheet material.
- B. Solder: ASTM B 32, 50/50 tin-lead, rosin flux unless recommended otherwise by sheet metal manufacturer.
- C. Sealant: As specified in Division 7.
1. Use non-curing type for concealed joints.
  2. Use non-sag elastomeric type for exposed joints.
- D. Joint Adhesive: Two-component non-corrosive epoxy adhesive, recommended by metal manufacturer for sealing of non-moving joints.
- E. Zinc-Chromate Alkyd Paint: FS TT-P-645.
- F. Bituminous Coating: Heavy bodied, sulfur-free, asphalt-based paint; FS TT -C- 494.
- G. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- H. Asphalt Mastic: SSPCL Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil (0.4 mm) dry film thickness per coat.
- I. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, nondrying, non-migrating sealant.
- J. Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealants".
- K. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints; including riveted joints.
- L. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather resistant seaming and adhesive application of flashing sheet metal.
- M. Paper Slip Sheet: 5 lb./square (0.2444 kg/sq.m.) red rosin, sized building paper conforming to FS oo-B-790, Type I, Style Ib.
- N. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil (0.15 mm) thick black polyethylene film, resistant to decay when tested according to ASTM E 154.
- O. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work to comply with recommendations of SMACNA "Architectural Sheet Metal Manual" that apply to design dimensions, metal and other characteristics of item indicated.

P. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

### 2.3 FABRICATION – GENERAL

- A. Form A ½ - inch hem on underside of exposed edges.
- B. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, non-corrosive metal recommended by sheet metal manufacturer.
1. Gauge: As recommended by SMACNA or metal manufacturer for application, but in no case less than gage of metal being secured.
- C. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal and other characteristics of the item indicated.
- D. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- E. Form exposed sheet metal Work that is without excessive oil canning, buckling and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- F. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- G. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 rom) of corner or intersection. Where lapped or bayonet -type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- H. Sealed Joints: Form non-expansion, but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- I. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- J. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- K. Fabricate metal flashing wind restraint clips/cleats and attachment devices from same material type as metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
1. Type: Continuous.
2. Thickness: 0.062 inch.

3. Anchorage: 8", maximum.

#### 2.4 SHEET METAL FABRICATIONS

A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.

B. Exposed Trim and Fascia: Fabrication from the following material:

1. Aluminum 0.040 inch thick.

C. Step flashing: Fabricate from the following material:

1. Aluminum 0.040 inch thick.

D. Counter flashing: Fabricate from the following material:

1. Aluminum 0.040 inch thick.

E. Roof Penetration Flashing: Fabricate from the following material:

1. Stainless Steel: 0.0187 inch (0.5 mm) thick.

F. Vent Stack Flashing: Fabricate from 2-1/2 lb. soft sheet lead.

#### PART 3 – EXECUTION

##### 3.1 EXAMINATION

A. Examine substrates and conditions under which products of this section are to be installed and verify that work may properly commence. Do not proceed with the work until unsatisfactory conditions have been fully resolved.

1. Verify that nailers, blocking and other attachment provisions for sheet metal work are properly located and securely fastened to resist effects of wind and thermal stresses.

##### 3.2 PREPARATION

A. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

B. Isolate dissimilar metals by means of a heavy bituminous coating, approved paint coating, adhered polyethylene sheet or other means approved by Architect.

##### 3.3 INSTALLATION

A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual." Anchor units of work



securely in place by methods indicated, providing for thermal expansion in metal units. Set units true to line and level indicated. Install work with laps, joints and seams permanently weatherproof and watertight. Install soffits for wind design speeds to meet the building code.

B. Sealed Joints: Form minimum 1-inch hooked joints and embed flange into sealant or adhesive. Form metal to completely conceal sealant or adhesive.

1. Use joint adhesive for non-moving joints specified not to be soldered.
2. Moving joints: When ambient temperature is moderate (40-70 degrees F) at time of installation, set joined members for 50 percent movement either way. Adjust setting position of joined members proportionally for temperatures above 70 degrees F. Do not install sealant at temperatures below 40 degrees F. Refer to section on sealants elsewhere in Division 7 for handling and installation requirements for joint sealers.

C. Soldered Joints:

1. Do not solder aluminum sheets.
2. Clean surfaces to be soldered, removing oils and foreign matter.
3. Pre-tin edges of sheets to be soldered to a width of 1 ½ inches, except where pre-tinned surface would show in the finished work.
4. Do not use torches for soldering.
5. Heat surfaces to receive solder and flow solder into joint. Fill joint completely.
6. Rivet joints where additional strength is required.
7. Completely remove flux and spatter from exposed surfaces.

### 3.4CLEANING AND PROTECTION

- A. Repair or replace work that is damage or defaced as directed by Architect.
- B. Clean exposed metal surfaces, removing substances that would interfere with uniform oxidation and weathering.
- C. Remove masking on prefinished trim pieces immediately after installation.
- D. Provide final protection in a manner acceptable to installer and which ensures that sheet metal work will be without damage or deterioration at time of substantial completion.

END OF SECTION 07620

**SECTION 07 9200 - JOINT SEALANTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Latex joint sealants.

**1.3 SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.
- D. Qualification Data: For qualified Installer.
- E. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- G. Warranties: Sample of special warranties.

**1.4 QUALITY ASSURANCE**

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

**1.5 PROJECT CONDITIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

**1.6 WARRANTY**

- A. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS, GENERAL**

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  1. Suitability for Immersion in Liquids: Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is de-ionized water, unless otherwise indicated.
- C. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- D. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### **2.2 SILICONE JOINT SEALANTS**

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 790.
    - b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
    - c. Tremco Incorporated; Spectrem 1.
- B. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pecora Corporation; 898.

### **2.3 LATEX JOINT SEALANTS**

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Building Systems; Sonolac.
    - b. Bostik, Inc.; Chem-Calk 600.
    - c. Pecora Corporation; AC-20+.
    - d. Tremco Incorporated; Tremflex 834.

### **2.4 JOINT SEALANT BACKING**

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Masonry.
    - b. Unglazed surfaces of ceramic tile.
    - c. Portland cement plasterwork (stucco).
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.
    - d. Glazed surfaces of ceramic tile.

- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 FIELD QUALITY CONTROL

- A. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### **3.6 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### **3.7 JOINT-SEALANT SCHEDULE**

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
  - 1. Joint Locations:
    - a. Control and expansion joints in unit masonry.
    - b. Joints in Portland cement plasterwork (stucco) finish systems.
    - c. Joints between different materials listed above.
    - d. Perimeter joints between materials listed above and frames of doors, windows and louvers.
  - 2. Silicone Joint Sealant: Single component, non-sag, neutral curing, Class 100/50.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces.
  - 1. Joint Locations:
    - a. Perimeter joints of exterior openings where indicated.
    - b. Vertical joints on exposed surfaces of interior unit masonry.
    - c. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
  - 2. Joint Sealant: Latex.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.
  - 1. Joint Sealant Location:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
    - b. Tile control and expansion joints where indicated.
    - c. Other joints as indicated.
  - 2. Joint Sealant: Mildew resistant, single component, non-sag, neutral curing, Silicone.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

**END OF SECTION 07 9200**

## SECTION 08 1110 - STANDARD STEEL DOORS AND FRAMES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Standard hollow-metal steel doors.
  - 2. Standard hollow-metal steel frames.
  
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 4 Section "Unit Masonry" for building anchors into and grouting frames in masonry construction.
  - 2. Division 8 Section "Flush Wood Doors" for solid-core wood doors installed in steel frames.
  - 3. Division 8 Section "Door Hardware" for door hardware and weatherstripping.
  - 4. Division 8 Section "Glazing" for glass in steel doors and sidelights.
  - 5. Division 9 Section "Painting" for field painting primed doors and frames.

## 1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings.

## 1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, core descriptions, label compliance, fire-resistance rating, and finishes for each type of steel door and frame specified.
  
- B. Shop Drawings:
  - 1. In addition to requirements below, provide a schedule of standard steel doors and frames using same reference numbers for details and openings as those on Drawings:
    - a. Elevations of each door design.
    - b. Details of doors, including vertical and horizontal edge details.
    - c. Frame details for each frame type, including dimensioned profiles.
    - d. Details and locations of reinforcement and preparations for hardware.
    - e. Details of each different wall opening condition.
    - f. Details of anchorages, accessories, joints, and connections.

### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain standard steel doors and frames through one source from a single manufacturer.
- C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated.
  - 1. Test Pressure: Test at atmospheric (neutral) pressure according to NFPA 252 or UL 10B.
- D. Smoke-Control Door Assemblies: Comply with NFPA 105 or UL 1784.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store doors and frames under cover at Project site. Place units in a vertical position with heads up, spaced by blocking, on minimum 4-inch- high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber.
  - 1. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

### 1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify openings by field measurements before fabrication and indicate measurements on Shop Drawings.

### 1.8 COORDINATION

- A. Coordinate installation of anchorages for standard steel frames. 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.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Ceco Door Products.
  - 2. Curries Company; an Assa Abloy Group Company.



3. Windsor Republic Doors.
4. Steelcraft; an Ingersoll-Rand Company.
5. Hollow Metal, Inc.

## 2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum A60 (ZF180) zinc-iron-alloy (galvannealed) coating designation.
- D. Supports and Anchors: After fabricating, galvanize units to be built into exterior walls according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Provide items to be built into exterior walls, hot-dip galvanized according to ASTM A 153/A 153M.

## 2.3 STANDARD STEEL DOORS

- A. General: Provide doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces, unless otherwise indicated. Comply with ANSI A250.8.
  1. Design: As indicated on Drawings.
  2. Core Construction: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, mineral-board, or vertical steel-stiffener core that produces doors complying with ANSI A250.8.
    - a. Fire Door Core: As required to provide fire-protection ratings indicated.
  3. Vertical Edges for Single-Acting Doors: Beveled edge
    - a. Beveled Edge: 1/8 inch in 2 inches.
  4. Top and Bottom Edges: Closed with flush (at top), inverted (at bottom), 0.042-inch-thick end closures or channels of same material as face sheets.
  5. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."
- B. Exterior and Interior Doors: Face sheets fabricated from A-60 galvannealed steel sheet. Provide doors complying with requirements indicated below by referencing ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level:
  1. Level 3 and Physical Performance Level A (Extra Heavy Duty), Model 2 (Seamless), 16 gage (.053 inch).

- C. Hardware Reinforcement: Fabricate reinforcement plates from same material as door face sheets to comply with the following minimum sizes:
  - 1. Hinges: Minimum 0.123 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
  - 2. Pivots: Minimum 0.167 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
  - 3. Lock Face, Flush Bolts, Closers, and Concealed Holders: Minimum 0.067 inch thick.
  - 4. All Other Surface-Mounted Hardware: Minimum 0.067 inch thick.
- D. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.

#### 2.4 STANDARD STEEL FRAMES

- A. General: Comply with ANSI A250.8 and with details indicated for type and profile.
- B. Exterior and Interior Frames: Fabricated from A-60 galvanized steel sheet.
  - 1. Fabricate frames with mitered or coped and continuously welded face corners.
  - 2. Frames for Level 3 Steel Doors: 16 gage (.053 inch) thick steel sheet.
- C. Hardware Reinforcement: Fabricate reinforcement plates from same material as frames to comply with the following minimum sizes:
  - 1. Hinges: Minimum 0.123 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
  - 2. Pivots: Minimum 0.167 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
  - 3. Lock Face, Flush Bolts, Closers, and Concealed Holders: Minimum 0.067 inch thick.
  - 4. All Other Surface-Mounted Hardware: Minimum 0.067 inch thick.
- D. Supports and Anchors: Fabricated from electrolytic zinc-coated or metallic-coated steel sheet.
- E. Jamb Anchors:
  - 1. Masonry Type: Adjustable strap-and-stirrup anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long.
  - 2. Postinstalled Expansion Type for In-Place Concrete Masonry: minimum 3/8-inch-diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- F. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.
- G. Plaster Guards: Formed from same material as frames, not less than 0.016-inch thick.

#### 2.5 FABRICATION

- A. General: Fabricate standard steel doors and frames to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure

proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Standard Steel Doors:

1. Exterior Doors: Provide weep-hole openings in bottom of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

C. Standard Steel Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners, unless otherwise indicated.
3. Plaster Guards: Weld guards to frame at back of hardware mortises in frames installed in concrete or masonry.
4. Jamb Anchors: Provide number and spacing of anchors as follows:
  - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. Provide three anchors per jamb.
  - b. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
5. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers as follows. Provide plastic plugs to keep holes clear during construction.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

D. Hardware Preparation: Factory prepare standard steel doors and frames to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping.

1. All locations shall be based upon Steelcraft standards.
2. Reinforce doors and frames to receive nontemplated mortised and surface-mounted door hardware.
3. Comply with applicable requirements in ANSI A250.6 and ANSI/DHI A115 Series specifications for door and frame preparation for hardware. Locate hardware according to ANSI A250.8.

## 2.6 STEEL FINISHES

A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Finish standard steel door and frames after assembly.

- B. Galvanized Steel Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified below to comply with ASTM A 780.
  - 1. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
- C. Factory Priming for Field-Painted Finish: Apply shop primer specified below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mils.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of standard steel doors and frames.
  - 1. Examine roughing-in for embedded and built-in anchors to verify actual locations of standard steel frame connections before frame installation.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory.
- B. Prior to installation and with installation spreaders in place, adjust and securely brace standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap doors and frames to receive nontemplated mortised and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Provide doors and frames of sizes, thicknesses, and designs indicated. Install standard steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Standard Steel Frames: Install standard steel frames for doors of size and profile indicated. Comply with SDI 105.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-protection-rated openings, install frames according to NFPA 80.
    - b. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - c. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
  - 2. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
  - 3. Installation Tolerances: Adjust standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Standard Steel Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire-Rated Standard Steel Doors:
    - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
    - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
    - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
  - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
  - 3. Smoke-Control Doors: Install doors according to NFPA 105.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including standard steel doors or frames that are warped, bowed, or otherwise unacceptable.
- B. Clean grout and other bonding material off standard steel doors and frames immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
- D. Galvannealed Surfaces: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 08 1110

## SECTION 08 4110 - ALUMINUM ENTRANCES AND STOREFRONTS

## PART 1 – GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Storefront system on this project is to match existing storefront in style and dimension.

## 1.2 SUMMARY

- A. This Section includes the following:

- 1. Exterior entrance systems (hurricane-resistant).
- 2. Exterior fixed windows (hurricane-resistant).

ALL ABOVE SHALL BE BY SAME MANUFACTURER. Single source responsibility

- B. Related sections include the following:

- 1. Division 7 Section "Joint Sealants" for sealing between framing and masonry.
- 2. Division 8 Section Door Hardware@ for lock cylinders.

## PART 2 - PRODUCTS

## 1.1 ALUMINUM-FRAMED STOREFRONTS

- 1. Manufacturer Equal to:

- a. Address: Kawneer Company, Inc.  
555 Guthridge Court,  
Technology Park/Atlanta,  
Norcross, GA 30092  
Tel: 770 449 5555  
Fax: 770 734 1560

- 2. System(s): Equal to:

- a. Kawneer Aluminum Hurricane Resistant Exterior Entrances and Systems.
  - 1. Series: IR 350 Doors
  - 2. Series: IR 501 Storefront System

Aluminum: Alloy and temper recommended by manufacturer for type of use and permadize finish; ASTM B 209 (ASTM B 209M) sheet; ASTM B 221 (ASTM B 221M) extrusions.

- A. Glazing: 1 5/16" Thick Insulated Low – E Large Missile Impact glazing; Specified in Division 08 Section "Glazing."
- B. Sealants and Joint Fillers: For joints at perimeter of systems as specified in Division 07 Section "Joint Sealants."
- C. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.

- D. Doors: 1-3/4-inch- (44.5-mm-) thick glazed doors with minimum 0.125-inch- (3.2-mm-) thick, extruded tubular rail and stile members, mechanically fastened corners with reinforcing brackets that are deep penetration and fillet welded or that incorporate concealed tie-rods, snap-on extruded-aluminum glazing stops, and preformed gaskets.
1. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.
  2. Hardware: By door manufacturer except key cylinders as specified in Division 08 Section "Door Hardware".
- E. Fasteners and Accessories: Compatible with adjacent materials, corrosion-resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.

Insert description of any required options.

- F. Fabrication: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.
1. Door Framing: Reinforce to support imposed loads. Factory assemble door and frame units and factory install hardware to greatest extent possible. Reinforce door and frame units for hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.
  2. Aluminum Finish: Comply with NAAMMs "Metal Finishes Manual for Architectural and Metal Products."
  3. Color: Shall be Kawneer's anodized finish – color TBD by Architect.
  - 4.

### 2.3 SYSTEM DESCRIPTION

- A. General: Provide aluminum entrance and storefront systems capable of withstanding loads and thermal and structural movement requirements indicated without failure, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project. Failure includes the following:
1. Air infiltration and water penetration exceeding specified limits.
  2. Framing members transferring stresses, including those caused by thermal and structural movement, to glazing units.
- B. Glazing: Physically and thermally isolate glazing from framing members.
- C. Wind Loads: Unless otherwise provided on the structural drawings, provide entrance and storefront systems, including anchorage, capable of withstanding wind-load design pressures calculated according to the requirements of ASCE 7-98 and the International Building Code 2009. Refer to cladding and components windload pressure chart on structural notes page of plans. Otherwise comply as follows below:
1. Design Wind Velocity = 165 mph.
  2. Importance factor = 1.15.
  3. Exposure = D.
  4. Deflection of framing members in a direction normal to wall plane is limited to 1/175 of clear span or 3/4 inch, whichever is smaller, unless otherwise indicated.



5. Static-Pressure Test Performance: Provide entrance and storefront systems that do not evidence material failures, structural distress, failure of operating components to function normally, or permanent deformation of main framing members exceeding 0.2 percent of clear span when tested according to ASTM E 330.
  - a. Test Pressure: 150 percent of inward and outward wind-load design pressures.
  - b. Duration: As required by design wind velocity; fastest 1 mile of wind for relevant exposure category.
- D. Hurricane-Resistance Test Performance: Provide entrance and storefront systems that pass large and small missile-impact tests, as required by systems' location above grade, and cyclic-pressure tests according to current adopted edition of the International Building Code.
- E. Dead Loads: Provide entrance- and storefront-system members that do not deflect an amount which will reduce glazing bite below 75 percent of design dimension when carrying full dead load.
  1. Provide a minimum 1/8-inch clearance between members and top of glazing or other fixed part immediately below.
  2. Provide a minimum 1/16-inch clearance between members and operable windows and doors.
- F. Live Loads: Provide entrance and storefront systems, including anchorage, that accommodate the supporting structures' deflection from uniformly distributed and concentrated live loads indicated without failure of materials or permanent deformation.
- G. Engineering Responsibility: Storefront subcontractor shall engage a registered structural engineer to design connections, member reinforcements, and fastening to building structure, and prepare design calculations and engineering data.
- H. Air Infiltration: Provide entrance and storefront systems with permanent resistance to air leakage through fixed glazing and frame areas of not more than 0.06 cfm/sq. ft. of fixed wall area when tested according to ASTM E 283 at a static-air-pressure difference of 1.57 lbf/sq. ft
- I. Water Penetration: Provide entrance and storefront systems that do not evidence water leakage through fixed glazing and frame areas when tested according to ASTM E 331 at minimum differential pressure of 20 percent of inward-acting wind-load design pressure as defined by ASCE 7, "Minimum Design Loads for Buildings and Other Structures," but not less than 6.24 lbf/sq. ft. Water leakage is defined as follows:
  1. Uncontrolled water infiltrating systems or appearing on systems' normally exposed interior surfaces from sources other than condensation. Water controlled by flashing and gutters that is drained back to the exterior and cannot damage adjacent materials or finishes is not water leakage.
- J. Thermal Movements: Provide entrance and storefront systems, including anchorage, that accommodate thermal movements of systems and supporting elements resulting from the following maximum change (range) in ambient and surface temperatures without buckling,

damaging stresses on glazing, failure of joint sealants, damaging loads on fasteners, failure of doors or other operating units to function properly, and other detrimental effects.

1. Temperature Change (Range): 100 deg F ambient; 150 deg F material surfaces.
- K. Structural-Support Movement: Provide entrance and storefront systems that accommodate structural movements including, but not limited to, sway and deflection.
- L. Dimensional Tolerances: Provide entrance and storefront systems that accommodate dimensional tolerances of building frame and other adjacent construction.

#### 2.4 SUBMITTALS

- A. Product Data: For each product specified. Include details of construction relative to materials, dimensions of individual components, profiles, and finishes.
- B. Shop Drawings: For entrance and storefront systems. Show details of fabrication and installation, including plans, elevations, sections, details of components, provisions for expansion and contraction, and attachments to other work. Show elevations at 2 A scale and details at 3" scale.
1. Shop drawings shall include large-scale anchorage details indicating attachment to slabs, walls, and overhead structure.
  2. Submit calculations, structural properties, connection information and product information to verify that the system performance and anchorage can successfully resist wind loads. All calculations shall be signed and sealed by a registered professional structural engineer.
  3. For entrance systems, include hardware schedule and indicate operating hardware types, quantities, and locations.

#### 2.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to assume engineering responsibility and perform work of this Section who has specialized in installing entrance and storefront systems similar to those required for this Project and who is acceptable to manufacturer.
1. Engineering Responsibility: Prepare data for entrance and storefront systems, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Source Limitations: Obtain each type of entrance and storefront system through one source from a single manufacturer.
- C. Product Options: Drawings indicate size, profiles, and dimensional requirements of entrance and storefront systems and are based on the specific systems indicated.
1. Do not modify intended aesthetic effect, as judged solely by Architect, except with Architect's approval and only to the extent needed to comply with performance requirements. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.

## 2.6 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

## PART 3 – PRODUCTS

### 3.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Kawneer Company, Inc.
  2. Old Castle Envelope/ Vistawall Architectural Products.
  3. YKK AP America

### 3.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated, complying with the requirements of standards indicated below.
  1. Sheet and Plate: ASTM B 209.
  2. Extruded Bars, Rods, Shapes, and Tubes: ASTM B 221.
  3. Extruded Structural Pipe and Tubes: ASTM B 429.
  4. Bars, Rods, and Wire: ASTM B 211.
- B. Steel Reinforcement: Complying with ASTM A 36 for structural shapes, plates, and bars; ASTM A 611 for cold-rolled sheet and strip; or ASTM A 570 for hot-rolled sheet and strip.
- C. Glazing shall be provided by aluminum entrance manufacturer as follows:

Glass must be laminated glass product of the type included in the entrance assembly that was tested for hurricane resistance. Glass shall be 9/16" thick consisting of a ¼" thick, fully tempered outer lite as selected by Architect, a .090" thick PVB plastic interlayer, and a ¼" thick, fully tempered inner lite of clear glass. (For exterior entrance doors). Refer to 08800 for remainder of glass and glazing.
- D. Glazing Gaskets: Manufacturer's standard pressure-glazing system of black, resilient glazing gaskets, setting blocks, and shims or spacers, fabricated from an elastomer of type and in hardness recommended by system and gasket manufacturer to comply with system performance requirements. Provide gasket assemblies that have corners sealed with sealant recommended by gasket manufacturer.

Provide silicone sealant in lieu of glazing gasket if required by entrance manufacturer for hurricane-resistant construction.
- E. Framing system gaskets, sealants, and joint fillers as recommended by manufacturer for joint type.

### 3.3 COMPONENTS

- A. Doors: Provide manufacturer's standard 1-3/4-inch- thick glazed doors with minimum 0.125-inch- thick, extruded tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deep penetration and fillet welded or that incorporate concealed tie-rods.
  - 1. Glazing Stops and Gaskets: Provide manufacturer's standard snap-on extruded-aluminum glazing stops and preformed gaskets.
  - 2. Stile Design: Medium stile; 3-1/2-inch nominal width at exterior  
Stile Design: Narrow stile: 2-inch nominal at interior
- B. Brackets and Reinforcements: Provide manufacturer's standard brackets and reinforcements that are compatible with adjacent materials. Provide non-staining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories compatible with adjacent materials.
  - 1. Reinforce members as required to retain fastener threads.
  - 2. Do not use exposed fasteners, except for hardware application. For hardware application, use countersunk Phillips flat-head machine screws finished to match framing members or hardware being fastened, unless otherwise indicated.
- D. Weather Stripping: Manufacturer's standard replaceable weather stripping as follows:
  - 1. Compression Weather Stripping: Molded neoprene complying with ASTM D 2000 requirements or molded PVC complying with ASTM D 2287 requirements.
  - 2. Sliding Weather Stripping: Wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing complying with AAMA 701 requirements.

### 3.4 HARDWARE

- A. General: Provide heavy-duty hardware units indicated in sizes, number, and type recommended by manufacturer for entrances indicated.
- B. Continuous Gear Hinges as tested with impact door assembly at exterior doors and 1 ½ pair of ball bearing butt hinges at interior doors.
- C. Closers, General: Comply with manufacturer's recommendations for closer size, depending on door size, exposure to weather, and anticipated frequency of use. Hold Open: Adjustable. Furnish LCN 4040 with applicable drop plates.
- D. Door Stops: ANSI/BHMA A156.16, Grade 1, floor- or wall-mounted door stop, as appropriate for door location indicated, with integral rubber bumper.
- E. Mortise Cylinders: Cylinders are specified in Section 08710 - Door Hardware.

- F. Deadlatch Locks: Manufacturer's standard mortise deadlatch with minimum 2 inch long latch bolt and auxiliary bolt located below latch bolt and complying with ANSI/BHMA A156.5, Grade 1 requirements (interior doors).
- G. Vertical-Rod Exit Devices: At all doors, provide concealed, vertical-rod exit device complying with UL 305 requirements, with 2-point top and bottom latching that is released by a full-width push panic device or when locked down (dogged) by lock cylinder or retracting screws beneath housing. Device shall comply with hurricane-resistant entrance system requirements.
- H. Pull Handles: As selected by Architect from manufacturer's full range of pull handles and plates.
- I. Thresholds: At exterior doors, provide manufacturer's standard threshold with cutouts coordinated for operating hardware, with anchors and jamb clips, and not more than 2-inch-high, with beveled edges providing a floor level change with a slope of not more than 1:2, and in the following material:
  - 1. Material: Anodized aluminum
- J. Weather Sweeps: Manufacturer's standard weather sweep for application to exterior door bottoms and with concealed fasteners on mounting strips.

### 3.5 FABRICATION

- A. General: Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.
  - 1. Fabricate components for screw-spline frame construction.
- B. Forming: Form shapes with sharp profiles, straight and free of defects or deformations, before finishing.
- C. Prepare components to receive concealed fasteners and anchor and connection devices.
- D. Fabricate components to drain water passing joints and condensation and moisture occurring or migrating within the system to the exterior.
- E. Glazing Channels: Provide minimum clearances for thickness and type of glass indicated according to FGMA's "Glazing Manual."
- F. Metal Protection: Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

- G. Storefront: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete, hurricane-resistant system. Factory assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.
- H. Entrances: Fabricate door framing in profiles indicated. Reinforce as required to support imposed loads. Factory assemble door and frame units and factory install hardware to greatest extent possible. Reinforce door and frame units as required for installing hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.
  - 1. Provide compression weatherstripping at fixed stops.

### 3.6 ALUMINUM FINISHES

- A. Anodized aluminum finish
  - a. Color: Dark Bronze

### 3.7 STEEL PRIMING FOR STEEL REINFORCEMENT

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying primer.
- B. Surface Preparation: Perform manufacturer's standard cleaning operations to remove dirt, oil, grease, or other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel.

Priming: Apply manufacturer's standard corrosion-resistant primer immediately after surface preparation and pretreatment.

## PART 4 – EXECUTION

### 4.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of entrance and storefront systems. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 4.2 STOREFRONT INSTALLATION

- A. General: Comply with manufacturer's written instructions for protecting, handling, and installing entrance and storefront systems. Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints. Seal joints watertight.

- B. Metal Protection: Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install components to drain water passing joints and condensation and moisture occurring or migrating within the system to the exterior.
- D. Set continuous sill members and flashing in a full sealant bed to provide weathertight construction, unless otherwise indicated.
- E. Install framing components plumb and true in alignment with established lines and grades without warp or rack of framing members.
- F. Install entrances plumb and true in alignment with established lines and grades without warp or rack. Lubricate operating hardware and other moving parts according to hardware manufacturers' written instructions.
  - 1. Install surface-mounted hardware according to manufacturer's written instructions using concealed fasteners to greatest extent possible.
- G. Install glazing to comply with requirements of Division 8 Section "Glazing," unless otherwise indicated.
- H. Install perimeter sealant, using compatible backer rod where indicated on drawings.
- I. Erection Tolerances: Install entrance and storefront systems to comply with the following maximum tolerances:
  - 1. Variation from Plane: Limit variation from plane or location shown to 1/8 inch in 12 feet; 1/4 inch over total length.
  - 2. Alignment: Where surfaces abut in line, limit offset from true alignment to 1/16 inch. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch.
  - 3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.

#### 4.3 ADJUSTING AND CLEANING

- A. Adjust doors and hardware to provide tight fit at contact points and weather stripping, smooth operation, and weathertight closure.
- B. Remove excess sealant and glazing compounds, and dirt from surfaces.

#### 4.4 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, to ensure entrance and storefront systems are without damage or deterioration at the time of Substantial Completion.

END OF SECTION 08 4110



## SECTION 09 2600 - GYPSUM BOARD ASSEMBLIES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes the following:
  1. Gypsum board assemblies attached to wood stud framing.
  2. Gypsum board assemblies attached to wood trusses and steel ceiling suspension systems.
  3. Glass-mat, water-resistant gypsum backing board installed behind ceramic tile.

Related Sections include the following:

Division 6 Section "Rough Carpentry" for wood framing and furring that supports gypsum board.

## 1.3 DEFINITIONS

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

## 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified.

## 1.5 QUALITY ASSURANCE

- A. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.

Fire-Test-Response Characteristics: Where fire-resistance-rated gypsum board assemblies are indicated, provide gypsum board assemblies that comply with the following requirements:

Fire-Resistance Ratings: As indicated by GA File Numbers in GA-600 "Fire Resistance Design Manual" or design designations in UL "fire resistance Directory" or in the listing of another testing and inspecting agency acceptable to authorities having jurisdiction. Gypsum board assemblies indicated are identical to assemblies tested for fire resistance according to ASTM E 199 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.

## 1.7 PROJECT CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 requirements or gypsum board manufacturer's recommendations, whichever are more stringent.
- B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F (10 deg C) for 48 hours before application and continuously after until dry. Do not exceed 95 deg F (35 deg C) when using temporary heat sources.
- C. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Gypsum Board and Related Products:
    - a. American Gypsum Co.
    - b. G-P Gypsum corp.
    - c. National Gypsum Co.
    - d. United States Gypsum Co.
  - 2. Grid Suspension System for Interior Ceilings (if applicable):
    - a. Armstrong World Industries, Inc.
    - b. Chicago Metallic Corp.
    - c. USG Interiors, Inc.

### 2.2 STEEL FRAMING COMPONENTS FOR SUSPENDED AND FURRED CEILINGS

- A. General: Provide components complying with ASTM C 754 for conditions indicated.
- B. Wire Ties: ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper, 0.062 inch thick.

- C. Wire Hangers: ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper, 0.162-inch diameter (8 gage) wire.
- D. Grid Suspension System for Interior Ceilings: ASTM C 645, manufacturer's standard direct-hung grid suspension system composed of main beams and cross-furring members that interlock to form a modular supporting network.

### 2.3 GYPSUM BOARD PRODUCTS

- A. General: Provide gypsum board of types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.
  - 1. Widths: Provide gypsum board in widths of 48 inches.
- B. Gypsum Wallboard: ASTM C 36 and as follows:
  - Type: Regular type for application to walls.
  - Long Edges: Tapered
  - Thickness: 5/8 inch, unless noted otherwise.
    - 1. Type: Sag-resistant type for ceiling surfaces ("ceiling board").
      - a. Long Edges: Tapered.
    - Thickness: 5/8 inch, unless otherwise indicated.
      - 1. Type: Type X where required for fire-resistance-rated assemblies.
        - a. Long Edges: Tapered.
      - Thickness: 5/8 inch. All wallboard (for walls) to be 5/8" thick.
- C. Glass-Mat, Water-Resistant Gypsum Backing Board: ASTM C 1178, of type and thickness indicated below:
  - 1. Type and Thickness: Regular, 5/8 inch thick, unless otherwise indicated.
  - 2. Products: Subject to compliance with requirements, provide "Dens-Shield Tile Backer" manufactured by G-P Gypsum Corp.

### 2.4 TRIM ACCESSORIES

- A. Accessories for Interior Installation: Cornerbead, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
  - 1. Material: Formed metal or plastic, with metal complying with the following requirement:
    - a. Steel sheet zinc coated by hot-dip process or rolled zinc.
  - 2. Shapes indicated below by reference to Fig. 1 designations in ASTM C 1047:
    - a. Cornerbead on outside corners, unless otherwise indicated.

### 2.5 JOINT TREATMENT MATERIALS

- A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
- B. Joint Tape for Gypsum Board: Paper reinforcing tape.

- C. Joint Tape for Glass Mat, Water-Resistant Gypsum Backer Units: 2" 10 x 10 glass mesh tape embedded in setting material used to set tiles.
- D. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
  - 1. Ready-Mixed Formulation: Factory-mixed product.
    - a. All-purpose compound formulated for both taping and topping compounds.

## 2.6 MISCELLANEOUS MATERIALS

- A. General: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
- B. Steel drill screws complying with ASTM C 1002 for fastening gypsum board to wood.
- C. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch thick.
- D. Steel drill screws of size and type recommended by unit manufacturer for fastening glass mat, water-resistant gypsum backing board.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates to which gypsum board assemblies attach or abut, and structural framing, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Ceiling Anchorages: Coordinate installation of ceiling suspension systems with installation of overhead structural assemblies to ensure that inserts and other provisions for anchorages to building structure have been installed to receive ceiling hangers that will develop their full strength and at spacing required to support ceilings.

### 3.3 INSTALLING STEEL SUSPENDED CEILING FRAMING (IF APPLICABLE)

- A. Suspend ceiling hangers from building structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or

- equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
3. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eyescrews, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause them to deteriorate or otherwise fail.
  4. Attach hangers to structural members.
  5. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- B. Sway-brace suspended steel framing with hangers used for support.
- C. Install suspended steel framing components in sizes and at spacings indicated, but not less than that required by the referenced steel framing installation standard.
1. Wire Hangers: 48 inches.
  2. Main Tees: 48 inches.
  3. Cross Channels: 24 inches.
  4. Cross Tees: As required for installation of recessed fluorescent light fixtures.
- D. Installation Tolerances: Install steel framing components for suspended ceilings so that cross-furring or grid suspension members are level to within 1/8 inch in 12 feet as measured both lengthwise on each member and transversely between parallel members.
- E. Grid Suspension System: Attach perimeter wall track or angle where grid suspension system meets vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

#### 3.4 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Install ceiling board panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends.
- E. Attach gypsum panels to studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- F. Attach gypsum panels to framing provided at openings and cutouts.

- G. Form control and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.
- H. Cover both faces of stud partition framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases that are braced internally.
  - 1. Except where concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
- I. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.
- J. Space fasteners in panels that are tile substrates a maximum of 8 inches o.c.

### 3.5 GYPSUM BOARD APPLICATION METHODS

- A. Single-Layer Application: Install gypsum wallboard panels as follows:
  - 1. On ceilings, apply gypsum panels prior to wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless parallel application is required for fire-resistance-rated assemblies. Use maximum-length panels to minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
- B. Wall Tile Substrates: For substrates indicated to receive ceramic tile, comply with the following:
  - 1. Install glass-mat, water-resistant gypsum backing board panels to comply with manufacturer's installation instructions at showers. Install with 1/4-inch open space where panels abut other construction or penetrations. Fill gap with elastomeric sealant.
- C. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows:
  - 1. Fasten with screws.

### 3.6 INSTALLING TRIM ACCESSORIES

- A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.
- B. Install cornerbead at external corners.

### 3.7 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, flanges of cornerbead, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.

- B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
- C. Apply joint tape over gypsum board joints, except those with trim accessories having flanges not requiring tape.
- D. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per GA-214.
  - 1. Level 2 where panels form substrates for tile.
  - 2. Level 4 (smooth) for gypsum board ceiling and wall surfaces.
- E. Use one of the following joint compound combinations as applicable to the finish levels specified:
  - 1. Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound. Fill (Second) Coat: Ready-mixed, drying-type, all-purpose or topping compound. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
- F. Where Level 4 gypsum board finish is indicated, embed tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories.
- G. Finish glass-mat, water-resistant gypsum backing board to comply with gypsum board manufacturer's directions.

### 3.9 FIELD QUALITY CONTROL

- A. Above-Ceiling Observation: Architect will conduct an above-ceiling observation prior to installation of gypsum board ceilings and report any deficiencies in the Work observed. Do not proceed with installation of gypsum board to ceiling support framing until deficiencies have been corrected.
  - 1. Notify Architect one week in advance of the date and the time when the Project, or part of the Project, will be ready for an above-ceiling observation.
  - 2. Prior to notifying Architect, complete the following in areas to receive gypsum board ceilings:
    - a. Installation of 80 percent of lighting fixtures, powered for operation.
    - b. Installation, insulation, and leak and pressure testing of water piping systems.
    - c. Installation of air duct systems.
    - d. Installation of air devices.
    - e. Installation of ceiling support framing.

### 3.10 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

END OF SECTION 09 2600

## SECTION 09 3100 –TILE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Porcelain Tile.
  - 2. Crack suppression membrane.
  - 3. Grout

## 1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for each type of product specified.
- C. Samples for initial selection purposes in form of manufacturer's color charts consisting of actual tiles or sections of tile showing full range of colors, textures, and patterns available for each type and composition of tile indicated. Include samples of grout and accessories involving color selection.
- D. Samples for verification purposes of each item listed below, prepared on samples of size and construction indicated. Where products involve normal color and texture variations, include sample sets showing the full range of variations expected.
  - 1. Each type and composition of tile and for each color and texture required, at least 12 inches square, mounted on plywood or hardboard backing and grouted.
  - 2. Full-size units of each type of trim and accessory for each color required.

## 1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Tile: Obtain each color, grade, finish, type, composition, and variety of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.



- B. Single-Source Responsibility for Setting and Grouting Materials: Obtain ingredients of a uniform quality from one manufacturer for each cementitious and admixture component and from one source or producer for each aggregate.
- C. Installer Qualifications: Engage an experienced Installer who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement of ANSI A137.1 for labeling sealed tile packages.
- B. Prevent damage or contamination to materials by water, freezing, foreign matter, and other causes.

#### 1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

#### 1.7 EXTRA MATERIALS

- A. Deliver extra materials to Owner. Furnish extra materials that match products installed as described below, packaged with protective covering for storage and identified with labels clearly describing contents.
  - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed, for each type, composition, color, pattern, and size.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following equal to DalTile Cove Creek Series:
  - 1. Floor Square pattern to match existing pattern (possibly 24"x24")
- B. Acrylic Emulsions for Latex-Portland Cement Grouts:
  - a. American Olean Tile Co., Inc.
  - b. Bonsal
  - c. Bostik Construction Products Div.
  - d. Custom Building Products
  - e. Laticrete International Inc.
  - a. Mapei Corp.

3. Crack Suppression Membranes:
  - a. Schluter Systems L.P. or Equal
4. Grout:
  - a. Stone Tech Professional, Inc.
  - b. Aquamix
  - c. CeramaSeal
  - d. Mapei

## 2.2 PRODUCTS, GENERAL

- A. ANSI Standard for Ceramic Tile: Comply with ANSI A137.1 "American National Standard Specifications for Ceramic Tile" for types, compositions, and grades of tile indicated.
  1. Furnish tile complying with "Standard Grade" requirements unless otherwise indicated.
- B. ANSI Standard for Tile Installation Materials: Comply with ANSI standard referenced with products and materials indicated for setting and grouting.
- C. Colors, Textures, and Patterns: Where manufacturer's standard products are indicated for tile, grout, and other products requiring selection of colors, surface textures, patterns, and other appearance characteristics, provide specific products or materials complying with the following requirements:
  1. Unless specified, provide selections made by Architect from Manufacturer's standard color ranges as follows:
  2. Provide tile trim and accessories that match color and finish of adjoining flat tile.
    3. Grout color to match tile color and as selected by architect.
- D. Factory Blending: For tile exhibiting color variations within the ranges selected during sample submittals, blend tile in factory and package accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples.
- E. Mounting: Where factory-mounted tile is required, provide back- or edge-mounted tile assemblies as standard with manufacturer unless another mounting method is indicated.

## 2.3 TILE PRODUCTS

- A. Trim Units: Provide glazed wall tile trim units to match characteristics of adjoining flat tile and to comply with following requirements:
  1. Size: As indicated, coordinated with sizes and coursing of adjoining flat tile where applicable.
    - a. Floor tile to be 12"X12" OR 24" X 24"
    - b. Submit drawings of layout of floor and wall tile to Architect before installation.

## 2.4 STONE THRESHOLDS

- A. General: Provide stone that is uniform in color and finish, fabricated to sizes and profiles indicated or required to provide transition between tile surfaces and adjoining finished floor surfaces.

## 2.5 SETTING MATERIALS

- A. Thin Set Latex Portland Cement Mortar Installation Materials: Provide materials complying with ANSI A118.4 and as specified below.
  - 1. Mixture of Dry-Mortar Mix and Latex Additive: Factory-mixed formulation of mix and additive.
- B. Portland Cement Mortar Installation Materials: Provide materials complying with ANSI A108.1A.

## 2.6 GROUTING MATERIALS

- A. Dry-Set Sanded Grout: ANSI A118.6, color as indicated, for floor tile installation.
  - 1. Latex additive (water emulsion) serving as replacement for part or all of gauging water, added at job site with dry grout mixture, with type of latex and dry grout mix as follows:
    - a. Latex Type: Manufacturer's standard.
    - b. Dry Grout Mixture: Dry-set sanded grout specified or supplied by latex additive manufacturer. Use latex additive without retarder with dry-set grout.
- B. Dry Set Non-Sanded Cementitious Grout, for Wall Tile Installation: ANSI A 118.6, color as selected by Architect, with latex additive.

## 2.7 CRACK SUPPRESSION MEMBRANE

- i. Provide one of the following (equal to):
  - 1. Schluter – Ditra, Schluter Systems  
Install in strict accordance with Manufacturer's Guidelines and Specifications.

## 2.8 GROUT SEALER

- A. Grout Sealer: Water-based liquid sealer that resists water, oil, and acid-based contaminants. Provide one of the following:
  - 1. All Purpose Grout Sealer, StoneTech Professional, Inc.
  - 2. Grout & Tile Sealer, CeramaSeal
  - 3. Keraseal Tile and Grout Sealer, Mapei
  - 4. Grout Sealer, Aqua Mix

## 2.10 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with requirements of referenced standards and manufacturers including those for accurate proportioning of materials, water, or additive content; type

of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce mortars and grouts of uniform quality with optimum performance characteristics for application indicated. Comply with tile manufacturer's current guidelines and specifications. Grout color to match tile.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and areas where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
  - 1. Verify that substrates for setting tile are firm, dry, clean, and free from oil or waxy films and curing compounds.
  - 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Blending: For tile exhibiting color variations within the ranges selected during sample submittals, verify that tile has been blended in factory and packaged accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

#### 3.3 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standard: Comply with parts of ANSI 108 series of tile installation standards included under "American National Standard Specifications for the Installation of Ceramic Tile" that apply to type of setting and grouting materials and methods indicated.
- B. TCA Installation Guidelines: TCA "Handbook for Ceramic Tile Installation"; comply with TCA installation methods indicated.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form a complete covering without interruptions except as otherwise shown. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so that plates, collars, or covers overlap tile.

- E. Jointing Pattern: Unless otherwise indicated, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths unless otherwise shown.
  - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so that extent of each sheet is not apparent in finished work.
- F. Expansion Joints: Locate expansion joints as noted on architectural and/or structural drawings and field verify.
  - 1. Provide sealant-filled joints in tile directly above expansion joints in slabs. Use 1 or 2 part pourable polyurethane sealant for Use T in color selected by architect. Follow Tile Council of America Handbook for Ceramic Tile Installation details.
  - 2. Tile expansion joints are not required at concrete slab control joints which are to receive crack suppression membrane.
- G. Grout tile to comply with the requirements of the following installation standards:
  - 1. For ceramic tile grouts (sand-Portland cement, dry-set, commercial Portland cement, and latex-Portland cement grouts), comply with ANSI A108.10.
  - 2. Porcelain Tile joint to be 3/32" maximum or as otherwise required as a minimum per tile manufacturer.
- H. Seal all grout joints with grout sealer applied in accordance with manufacturer's directions.
- I. Tiled floor areas with drains shall have a slab recess of 2" minimum for grout bed; proper slope to drain(s) 1/8" per foot slope; and flush threshold condition transitioning to other adjacent flooring materials.
- J. Install tile floor on metal stair concrete pan treads.

### 3.4 FLOOR INSTALLATION METHODS

- A. Ceramic Tile for Thin Set Installation Over Concrete Slabs: Install tile to comply with requirements indicated below for setting bed methods, TCA installation method and grout types:
  - 1. Latex – Portland Cement Mortar: Installation Specification – ANSI A108.5.
  - 2. Grout: Dry-set sanded grout with latex additive: Installation specification – ANSI A108.10.
  - 3. TCA Installation Method F113.

### 3.5 CLEANING AND PROTECTION

- A. Cleaning: Upon completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
  - 1. Remove latex-Portland cement grout residue from tile as soon as possible.

2. Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's printed instructions, but no sooner than 14 days after installation. Protect metal surfaces, cast iron, and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.
  3. Remove temporary protective coating by method recommended by coating manufacturer that is acceptable to tile and grout manufacturer.
- B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbonded, and otherwise defective tile work.
- C. Provide final protection and maintain conditions in a manner acceptable to manufacturer and installer that ensure that tile is without damage or deterioration at time of Substantial Completion.
1. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear.
  2. Prohibit foot and wheel traffic from tiled floors for at least 7 days after grouting is completed.
- D. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

END OF SECTION 09 3100

## SECTION 09 5123 ACOUSTICAL TILE CEILINGS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

## A. Section Includes

1. Acoustical ceiling panels
2. Exposed grid suspension system
3. Wire hangers, fasteners, main runners, cross tees, and wall angle moldings
4. Perimeter Trim

## B. Related Sections

1. Section 09 51 00 - Acoustical Ceilings
2. Section 09 51 13 - Acoustical Fabric-Faced Panel Ceilings
3. Section 09 53 00 - Acoustical Ceiling Suspension Assemblies
4. Section 09 20 00 - Plaster and Gypsum Board
5. Section 01 81 13 - Sustainable Design Requirements
6. Section 01 81 19 - Indoor Air Quality Requirements
7. Section 02 42 00 - Removal and Salvage of Construction Materials
8. Divisions 23 - HVAC Air Distribution
9. Division 26 - Electrical

## C. Alternates

1. Prior Approval: Unless otherwise provided for in the Contract documents, proposed product substitutions may be submitted no later than TEN (10) working days prior to the date established for receipt of bids. Acceptability of a proposed substitution is contingent upon the Architect's review of the proposal for acceptability and approved products will be set forth by the Addenda. If included in a Bid are substitute products that have not been approved by Addenda, the specified products shall be provided without additional compensation.

2. Submittals that do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet all requirements of this section, including but not necessarily limited to, the following: Single source materials suppliers (if specified in Section 1.5); Underwriters' Laboratories Classified Acoustical performance; Panel design, size, composition, color, and finish; Suspension system component profiles and sizes; Compliance with the referenced standards.

### 1.3 REFERENCES

#### A. American Society for Testing and Materials (ASTM):

1. ASTM A 1008 Standard Specification for Steel, Sheet, Cold Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
2. ASTM A 641 Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
3. ASTM A 653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
4. ASTM C 423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
5. ASTM C 635 Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
6. ASTM C 636 Recommended Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels
7. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
8. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials
9. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Material
  - A. Armstrong Fire Guard Products
10. ASTM E 580 Installation of Metal Suspension Systems in Areas Requiring Moderate Seismic Restraint
11. ASTM E 1111 Standard Test Method for Measuring the Interzone Attenuation of Ceilings Systems
12. ASTM E 1414 Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum
13. ASTM E 1264 Classification for Acoustical Ceiling Products

#### B. International Building Code

#### C. ASHRAE Standard 62.1-2004, Ventilation for Acceptable Indoor Air Quality

#### D. NFPA 70 National Electrical Code

#### E. ASCE 7 American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures

#### F. International Code Council-Evaluation Services - AC 156 Acceptance Criteria for Seismic Qualification Testing of Non-structural Components

#### G. International Code Council-Evaluation Services Report - Seismic Engineer Report

1. ESR 1308 - Armstrong Suspension Systems



H. International Association of Plumbing and Mechanical Officials - Seismic Engineer Report

1. 0244 - Armstrong Single Span Suspension System

I. California Department of Public Health CDPH/EHLB Emission Standard Method Version 1.1 2010

J. LEED - Leadership in Energy and Environmental Design is a set of rating systems for the design, construction, operation, and maintenance of green buildings

K. International Well Building Standard

L. Mindful Materials

M. Living Building Challenge

N. U.S. Department of Agriculture BioPreferred program (USDA BioPreferred).

#### 1.4 SYSTEM DESCRIPTION

Continuous/Wall-to-Wall

#### 1.5 SUBMITTALS

A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.

B. Samples: Minimum 6 inch x 6 inch samples of specified acoustical panel; 8 inch long samples of exposed wall molding and suspension system, including main runner and 4 foot cross tees.

C. Shop Drawings: Layout and details of acoustical ceilings show locations of items that are to be coordinated with, or supported by the ceilings.

D. Acoustical Certifications: Manufacturer's certifications that products comply with specified requirements, including laboratory reports showing compliance with specified tests and standards. For acoustical performance, each carton of material must carry an approved independent laboratory classification of NRC, CAC, and AC.

a. If the material supplied by the acoustical subcontractor does not have an Underwriter's Laboratory classification of acoustical performance on every carton, subcontractor shall be required to send material from every production run appearing on the job to an independent or NVLAP approved laboratory for testing, at the architect's or owner's discretion. All products not conforming to manufacturer's current published values must be removed, disposed of and replaced with complying product at the expense of the Contractor performing the work.

#### 1.6 SUSTAINABLE MATERIALS

Transparency: Manufacturers will be given preference when they provide documentation to support sustainable requirements for the following: Material ingredient transparency, Removal of Red List Ingredients per LBCV3, Life Cycle impact information, Low-Emitting Materials, and Clean Air performance.

1. Health Product Declaration. The end use product has a published, complete Health Product Declaration with disclosure at a minimum of 1000ppm of known hazards in compliance with the Health Product Declaration open Standard.
2. Declare Label. The end use product has a published Declare label by the International Living Future Institute with disclosure of 100 ppm with a designation of Red List Free or Compliant (less than 1% proprietary ingredients).
3. Low Emitting products with VOC emissions data. Preference will also be given to manufacturers that can provide emissions data showing their products meet CDHP Standard Method v1.1 (Section 01350).
4. Life cycle analysis. Products that have communicated lifecycle data through Environmental Product Declarations (EPDs) will be preferred.
5. End of Life Programs/Recycling: Where applicable, manufacturers that provide the option for recycling of their products into new products at end-of-life through take-back programs will be preferred.
6. Products meeting LEED V4 requirements including:

Storage & Collection of Recyclables

Construction and Demolition Waste Management Planning

Building Life-Cycle Impact Reduction

Building Product Disclosure and Optimization Environmental Product Declarations

Building Product Disclosure and Optimization Sourcing of Raw Materials

Building Product Disclosure and Optimization Material Ingredients

Construction and Demolition Waste Management

## 1.7 QUALITY ASSURANCE

A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.

1. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.

2. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 Classification.

3. Fire Resistance: As follows tested per ASTM E119 and listed in the appropriate floor or roof design in the Underwriters Laboratories Fire Resistance Directory

B. Acoustical Panels: As with other architectural features located at the ceiling, may obstruct or skew the planned fire sprinkler water distribution pattern through possibly delay or accelerate the activation of the sprinkler or fire detection systems by channeling heat from a fire either toward or away from the device. Designers and installers are advised to consult a fire protection engineer, NFPA 13, or their local codes for guidance where automatic fire detection and suppression systems are present.

C. Coordination of Work: Coordinate acoustical ceiling work with installers of related work including, but not limited to building insulation, gypsum board, light fixtures, mechanical systems, electrical systems, and sprinklers.

#### 1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

#### 1.9 PROJECT CONDITIONS

##### A. Space Enclosure:

Standard Ceilings: Do not install interior ceilings until space is enclosed and weatherproof; wet work in place is completed and nominally dry; work above ceilings is complete; and ambient conditions of temperature and humidity are continuously maintained at values near those intended for final occupancy. Building areas to receive ceilings shall be free of construction dust and debris.

HumiGuard Plus Ceilings: Building areas to receive ceilings shall be free of construction dust and debris. Products with HumiGuard Plus performance and hot dipped galvanized steel, aluminum or stainless steel suspension systems can be installed up to 120°F (49°C) and in spaces before the building is enclosed, where HVAC systems are cycled or not operating. Cannot be used in exterior applications where standing water is present or where moisture will come in direct contact with the ceiling.

HumiGuard Max Ceilings: Building areas to receive ceilings shall be free of construction dust and debris. Ceilings with HumiGuard Max performance can be installed in conditions up to 120°F (49°C) and maximum humidity exposure including outdoor applications, and other standing water applications, so long as they are installed with either SS Prelude Plus, AL Prelude Plus, or Prelude Plus Fire Guard XL suspension systems. Products with Humiguard Max performance can be installed in exterior applications, where standing water is present, or where moisture will come in direct contact with the ceiling. Only Ceramaguard with AL Prelude Plus suspension system can be installed over swimming pools.

#### 1.10 ALTERNATE CONSTRUCTION WASTE DISPOSAL

- A. Ceiling material being reclaimed must be kept dry and free from debris.
- B. Contact the Armstrong Recycle Center a consultant will verify the condition of the material and that it meets the Armstrong requirements for recycling. The Armstrong consultant with provide assistance to facilitate the recycling of the ceiling.
- C. Recycling may qualify for LEED Credits:
  - a. LEED 2009 - Category 4: Material and Resources (MR)
    - i. Credit MRc2: Construction Waste Management
      - b. LEEDv4 - MRp2 - Construction Waste Management Planning Qualifies as a material stream (non-structural) targeted for diversion. Ceilings will be source-separated and diverted through the Armstrong Ceiling Recycling Program.
  - c. LEEDv4-MRc5 -
    - i. Option 1: Divert ceilings to qualify for one of the 3 material streams (50%)
    - ii. Option 2: Divert ceilings to qualify for one of the 4 material streams (75%)

#### 1.11 WARRANTY

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to the following:
  - 1. Acoustical Panels: Sagging and warping
  - 2. Grid System: Rusting and manufacturer's defects
- B. Warranty Period:
  - 1. Acoustical panels: Ten (10) years from date of substantial completion

2. Suspension: Ten (10) years from date of substantial completion

3. Ceiling System: Thirty (30) years from date of substantial completion

C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

#### 1.12 MAINTENANCE

A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.

1. Acoustical Ceiling Units: Furnish quality of full-size units equal to 5.0 percent of amount installed.

2. Exposed Suspension System Components: Furnish quantity of each exposed suspension component equal to 2.0 percent of amount installed.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Ceiling Panels:

1. Armstrong World Industries, Inc.

B. Suspension Systems:

1. Armstrong World Industries, Inc.

C: Perimeter Systems

1. Armstrong World Industries, Inc.

#### 2.2.1 ACOUSTICAL CEILING UNITS

A. Acoustical Panels Type AP

1. Surface Texture: Fine

2. Composition: Mineral Fiber

3. Color: White

4. Size: 24 in x 24 in

5. Edge Profile: Beveled Tegular 9/16 in for interface with SUPRAFINE XL 9/16" Exposed Tee grid.

6. Noise Reduction Coefficient( NRC): ASTM C 423; Classified with UL label on product carton  
0.75
7. Ceiling Attenuation Class (CAC) : ASTM C 1414; Classified with UL label on product carton  
35
8. Sabin:N/A
9. Articulation Class (AC):
10. Flame Spread: ASTM E 1264; Class A (UL)
11. Light Reflectance (LR) White Panel: ASTM E 1477; 0.88
12. Dimensional Stability: HumiGuard Plus
13. Recycle Content: Post-Consumer - 0% - 1% Pre-Consumer - 75% - 76%
14. Material Ingredient Transparency: Health Product Declaration (HPD); Declare Label
15. Life Cycle Assessment: Third Party Certified Environment Product Declaration (EPD)
16. Acceptable Product: TECHZONE with ULTIMA Field Panels, 1912 No added formaldehyde as manufactured by Armstrong World Industries

### 2.3.1 METAL SUSPENSION SYSTEMS

#### A. Components:

Main beams and cross tees, base metal and end detail, fabricated from commercial quality hot dipped galvanized steel complying with ASTM A 653. Main beams and cross tees are double-web steel construction with type exposed flange design. Exposed surfaces chemically cleansed, capping prefinished galvanized steel in baked polyester paint. Main beams and cross tees shall have rotary stitching.

- a. Structural Classification: ASTM C 635 Intermediate Duty duty
- b. Color: White and match the actual color of the selected ceiling tile, unless noted otherwise.
- c. Acceptable Product: SUPRAFINE XL 9/16" Exposed Tee as manufactured by Armstrong World Industries

B. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.

C. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft annealed, with a yield stress load of at least time three design load, but not less than 12 gauge.

#### D. Edge Moldings and Trim:

1. 7804 - 12ft Hemmed Angle Molding

#### E. Accessories:

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Do not proceed with installation until all wet work such as concrete, terrazzo, plastering and painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations. (Exception: HumiGuard Max Ceilings)

### 3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders, and comply with reflected ceiling plans. Coordinate panel layout with mechanical and electrical fixtures.

B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.

1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

### 3.3 INSTALLATION

A. Follow manufacturer installation instructions.

B. Install suspension system and panels in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.

C. Suspend main beam from overhead construction with hanger wires spaced 4'-0" on center along the length of the main runner. Install hanger wires plumb and straight.

D. Install wall moldings at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.

E. For reveal edge panels: Cut and reveal or rabbet edges of ceiling panels at border areas and vertical surfaces.

F. Install acoustical panels in coordination with suspended system, with edges resting on flanges of main runner and cross tees. Cut and fit panels neatly against abutting surfaces. Support edges by wall moldings.

### 3.4 ADJUSTING AND CLEANING

A. Replace damaged and broken panels.

B. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove any ceiling products that cannot be successfully cleaned and or repaired. Replace with attic stock or new product to eliminate evidence of damage.

C. Before disposing of ceilings, contact the Armstrong Recycling Center at 877-276-7876, select option #1 then #8 to review with a consultant the condition and location of building where the ceilings will be removed. The consultant will verify the condition of the material and that it meets the Armstrong requirements for recycling. The Armstrong consultant will provide assistance to facilitate the recycle of the ceiling.



Section 09 6513  
RESILIENT WALL BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Resilient Wall Base.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - 1. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- E. Product Schedule: For resilient products. Use same designations indicated on Drawings.

1.4 QUALITY ASSURANCE

- A. Installation Qualification: Contractors for floor covering installation should be experienced in managing commercial flooring projects and provide professional installers, qualified to install the various flooring materials specified. An installer is "qualified" if trained, or a certified by Tarkett or a certified INSTALL (International Standards & Training Alliance) resilient floor covering installer.
- B. Mockups: Provide resilient products with mockups specified in other Sections.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Tarkett, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

**1.6 PROJECT CONDITIONS**

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Tarkett, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Tarkett, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

**PART 2 - PRODUCTS****2.1 RESILIENT SHEET FLOORING**

Manufacturer:

Tarkett North America  
30000 Aurora Rd.

Solon, Ohio 44139

Web: [www.tarkettna.com](http://www.tarkettna.com)

E-mail: [info@tarkett.com](mailto:info@tarkett.com)

Phone: (800) 899-8916

**2.2 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. Flooring products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

### 2.3 RESILIENT TRADITIONAL RUBBER DURACOVE WALL BASE

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Tarkett Traditional Thermoplastic Rubber Wall Base.
- B. Performance requirements meets ASTM F1861 Standard Specification for Resilient Thermoplastic Rubber Wall Base, Type TP, Group 1.
- C. For thickness specify, 0.125" (3.17 mm)
- D. For type, specify: Coved
- E. For height specify: 4" (10.16 cm)
- F. For 2.5", 4" or 4.5" heights, specify length: 120' (36.58 m)
- G. For corners, specify: Inside Corners
- H. Colors and Patterns: TA6 Bedrock CG
- I. Test Data:
  - 1. Flexibility, ASTM F137: Passes 1/4 inch mandrel
  - 2. Resistance to light, ASTM F1515: Passes
  - 3. Resistance to chemicals, ASTM F925: Passes
  - 4. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class 1.

### 2.4 INSTALLATION MATERIALS

- A. Adhesives: as recommended by Tarkett to meet site conditions
  - 1. Tarkett 960 Cove Base Adhesive (Porous applications)
  - 2. Tarkett 946 Premium Contact Bond Adhesive (Non-porous applications)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to Tarkett's written instructions to ensure adhesion of resilient wall base.

- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with Tarkett's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.

### 3.4 CLEANING AND PROTECTION

- A. Comply with Tarkett's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. END OF SECTION 09 6513

## SECTION 09 9000 - PAINTING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
  - 1. Exposed exterior items and surfaces.
  - 2. Exposed interior items and surfaces.
  - 3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from paint manufacturer's standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 1. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

## 1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
  - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  - 2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
  - 3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
  - 4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
  - 5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

#### 1.4 SUBMITTALS

- A. Product Data: For each paint system specified. Include block fillers and primers.
  - 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
  - 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.

#### 1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- C. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample of each type of coating and substrate required on the Project. Comply with procedures specified in PDCA P5.
  - 1. The Architect will select one room surface to represent surfaces and conditions for each type of coating and substrate to be painted.
    - a. Wall Surfaces: Provide samples on at least 100 sq. ft. of wall surface.
    - b. Small Areas and Items: The Architect will designate an item or area as required.
  - 2. After permanent lighting and other environmental services have been activated, apply coatings in this room or to each surface according to the Schedule or as specified. Provide required sheen, color, and texture on each surface.
  - 3. Final approval of colors will be from job-applied samples.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
  - 8. VOC content.

- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

#### 1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
  - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Unless otherwise specified, paint materials and systems specified herein are those of Porter Paint Co. (Porter). Subject to compliance with requirements, equivalent materials and systems by one of the following manufacturers are also acceptable:
  - 1. Devoe and Reynolds Co. (Devoe).
  - 2. Benjamin Moore and Co. (Moore).
  - 3. Pratt and Lambert (P & L).
  - 4. Glidden.
  - 5. Sherwin Williams
  - 6. ICI Paints

#### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Provide color selections made by the Architect.

### 2.3 LEAD CONTENT

- A. The paint shall comply with the latest requirements of the Federal Government for maximum allowable lead content. Such compliance shall be stated on the MSDS and container clearly identifying the product.

### 2.4 VOC COMPLIANCE

- A. The paint shall comply with the latest requirements of Federal, Florida State, City or Local Government requirements for the maximum allowable VOC content at the time of purchase. Such compliance shall be stated on the MSDS and container clearly identifying the product.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
  - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and reprime.
  - 2. Cementitious Materials: Prepare concrete and concrete masonry surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.



- a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
  - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
    - a. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
  4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
    - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
  5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  3. Use only thinners approved by paint manufacturer and only within recommended limits.

### 3.3APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the schedule.
  2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  3. Provide finish coats that are compatible with primers used.
  4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
  5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.

7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
  8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
  9. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  2. Omit primer on metal surfaces that have been shop primed and touchup painted.
  3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions. All metal surfaces shall be sprayed except that piping, conduit, and ductwork may be brushed or rolled.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Electrical items to be painted include, but are not limited to, the following:
1. Exposed conduit and fittings.
  2. Exterior switchgear.
- F. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- G. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed

areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

- H. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- I. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
  - 1. Provide satin finish for final coats.
- J. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
- K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.4 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
  - 1. The Owner will engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
  - 2. The testing agency will perform appropriate tests for the following characteristics as required by the Owner:
    - a. Quantitative material analysis.
    - b. Abrasion resistance.
    - c. Apparent reflectivity.
    - d. Flexibility.
    - e. Washability.
    - f. Absorption.
    - g. Accelerated weathering.
    - h. Dry opacity.
    - i. Accelerated yellowness.
    - j. Recoating.
    - k. Skinning.
    - l. Color retention.
    - m. Alkali and mildew resistance.
  - 3. The Owner may direct the Contractor to stop painting if test results show material being used does not comply with specified requirements. The Contractor shall remove noncomplying paint from the site, pay for testing, and repaint surfaces previously coated with the rejected paint. If necessary, the Contractor may be required to remove rejected paint from previously painted surfaces if, on repainting with specified paint, the 2 coatings are incompatible.

### 3.5CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.6PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### 3.7PAINT SCHEDULE

- A. General: Provide the following paint systems for the various substrates, as indicated.
  - 1. Exterior and Interior Hollow Metal Doors, Door Frames, and Window Frames: Semi-Gloss Acrylic Enamel Finish.
    - a. Prime Coat: Spot Prime Scratched or Abraded Areas Only – Rust Inhibitive Alkyd Metal Primer.
      - 1) Porter: 296 Glyptex Rust Inhibitive Metal Primer.
    - b. First and Second Finish Coats: Semi-Gloss Acrylic Enamel.
      - 1) Porter: 919 Advantage 900 Interior/Exterior Semi-Gloss Acrylic Enamel.
  - 2. Sectional Overhead Doors (Exterior side only): Acrylic Gloss Exterior Paint.
    - a. Prime Coat: Spot prime scratched or abraded factory-finished areas only-rust inhibitive alkyd metal primer.
      - 1) Porter: 296 Glyptex Rust Inhibitive Metal Primer.
    - b. Finish Coat: High-Sheen Gloss Acrylic Enamel.
      - 1) Porter: 619 Acri-Shield Gloss Exterior Acrylic Paint. Apply by spraying one full bodied coat, plus any additional costs required for uniform color.
  - 3. Exterior Galvanized Metal: Acrylic Gloss Exterior Paint.
    - a. Preparation: Wipe down with naphtha; apply Porter: 5 Galva-Prep; wash clean.
    - b. Prime Coat: Rust Inhibitive Primer.
      - 1) Porter: 215 Rust Screen Acrylic Metal Primer.
    - c. First and Second Finish coats: High-Sheen Gloss Acrylic Enamel.
      - 1) Porter: 619 Acri-Shield Gloss Exterior Acrylic Paint.

4. Exterior Split-Face Concrete Block: Flat Acrylic Paint
  - a. Prime Coat: Block filler
    - 1) Porter 896 Acri-Fil Block Filler.
  - a. First and Second Finish Coats: Flat Acrylic Exterior Paint.
    - 1) Porter 520 Series Acri-Shield Flat Exterior Acrylic paint.
5. Interior Concrete Block (Typical Finish); Satin-Gloss Vinyl Acrylic Paint.
  - a. Prime Coat: Block Filler.
    - 1) Porter: 896 Acri-Fil Block Filler.
  - b. First and Second Finish Coats: Satin-Gloss Vinyl Acrylic Paint.
    - 1) Porter: 999 Silken Touch Teflon-Modified Vinyl Acrylic Interior Paint.
6. Interior Concrete Block for the Following Rooms ONLY: Apparatus Bay 130; Bunker Gear 129; Bath 122; Bath 123; Bath 124; Public Bath 103; Storage 131; Laundry 128; Semi-Gloss Acrylic Epoxy.
  - a. Prime Coat: Block Filler.
    - 1) Porter: 896 Acri-Fil Block Filler.
  - b. First and Second Finish Coats: Semi-Gloss Acrylic Epoxy.
    - 1) Porter: 9549 Porter Guard WB Acrylic Epoxy.
7. Interior Gypsum Drywall Ceilings and Walls; Satin-Gloss Vinyl Acrylic Paint.
  - a. Prime Coat: Vinyl Acrylic Drywall Sealer.
    - 1) Porter: 426 Vinyl Acrylic Drywall Sealer.
  - b. First and Second Finish Coats: Satin-Gloss Vinyl Acrylic Paint.
    - 1) Porter: 999 Silken Touch Teflon-Modified Vinyl Acrylic Interior Paint.
8. Exterior Aluminum; Satin Acrylic Enamel Finish.
  - a. Preparation: Acid Etch with Porter: 33 Aluma-Prep.
  - b. Prime Coat:
    - 1) Porter: 215 Rust Screen Acrylic Metal Primer.
  - c. First Finish Coat: Satin Acrylic Exterior Paint.
    - 1) Porter: 739 Acri-Shield Satin Exterior Acrylic paint.

END OF SECTION 099000

## SECTION 10 1400 - SIGNAGE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

A. This Section includes the following signs:

1. Panel signs.
2. Post-mounted metal disabled parking space signs.
3. Logo Sign on Front Elevation

## 1.3 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract.

1. Product data for each type of sign specified, including details of construction relative to materials, dimensions of individual components, profiles, and finishes.
2. Shop drawings showing fabrication and erection of signs. Include plans, elevations, and large-scale sections of typical members and other components. Show anchors, grounds, layout, reinforcement, accessories, and installation details.
3. Provide message list for each sign required, including large-scale details of wording and lettering layout.
4. Templates: Furnish full-size spacing templates for individually mounted dimensional letters and numbers.

B. Samples: Provide the following samples of each sign component for initial selection of color, pattern and surface texture as required and for verification of compliance with requirements indicated.

1. Samples for initial selection of color, pattern, and texture:
  - a. Cast Acrylic Sheet and Melamine Sheet: Manufacturer's color charts consisting of actual sections of material including the full range of colors available for each material required.
  - b. Aluminum: Samples of each finish type and color, on 6-inch-long sections of extrusions and not less than 4-inch squares of sheet or plate, showing the full range of colors available.
  - c. Colors and layout to be approved by Architect.

2. Samples for verification of color, patterns, and texture selected and compliance with requirements indicated:
- a. Cast Acrylic Sheet and Melamine Sheet: Provide a sample panel not less than 8-1/2 inches by 11 inches for each material, color, texture, and pattern required. On each panel include a representative sample of the graphic image process required, showing graphic style, and colors and finishes of letters, numbers, and other graphic devices.
  - b. Dimensional Letters: Provide full-size representative samples of each dimensional letter type required, showing letter style, color, and material finish and method of attachment.
  - c. Colors and layout to be approved by Architect.

## 1.2 QUALITY ASSURANCE

- A. Sign Fabricator Qualifications: Firm experienced in producing signs similar to those indicated for this Project, with a record of successful in-service performance, and sufficient production capacity to produce sign units required without causing delay in the Work.
- B. Single-Source Responsibility: For each separate sign type required, obtain signs from one source of a single manufacturer.
- C. All signs shall conform to all requirements of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, Articles 4.1.2 (7) and 4.30.1 through 4.30.7 (1) inclusive.

## 1.3 PROJECT CONDITIONS

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Manufacturers of Panel Signs:
  - a. Mitchell Signs
  - b. Andco Industries Corp.
  - c. Modern Signs, Inc.
  - d. APCO Graphics, Inc.
  - e. ASI Sign Systems, Inc.
  - f. Best Manufacturing Company
  - g. Mohawk Sign Systems

2. Manufacturers of Dimensional Letters:
  - a. Mitchell Signs
  - b. Andco Industries Corp.
  - c. Modern Signs, Inc.
  - d. A.R.K. Ramos Manufacturing Company, Inc.
  - e. ASI Sign Systems, Inc.
  - f. Metal Arts
  - h. The Southwell Company

## 2.2 PANEL SIGNS FOR ROOM IDENTIFICATION

- A. Panel signs shall be minimum 1/8" thick (excluding thickness of raised sign letters) melamine or acrylic plastic with 1/32" thick raised characters with Grade 2 Braille.
- B. At sign manufacturer's option, the minimum 1/8" thickness of the panel can be achieved by laminating a base layer of melamine or acrylic to the top layer containing the integral raised characters. Edges shall be ground smooth.
- C. The characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with the background – either light characters on a dark background or dark characters on a light background. Submit manufacturer's standard palette of colors meeting these requirements to Architect for selection.
- D. Graphics and text are to be etched to achieve correctly spaced and accurately reproduced sharp, true characters and Braille. The text shall be an integral part of the sign and not applied to the plate with adhesive or chemicals. Text height is to be determined within the range of 5/8" up to 2". Graphics are etched into the face prior to the application of the background color.
- E. Room identification signs are to be provided for ALL ROOMS and as otherwise indicated on drawings.
- F. In addition to a room name sign provide pictograms of the international symbol of accessibility.

Example:

Room Name Sign: Men's Restroom

Pictogram: Accessibility Symbol

- G. Submit sample list with room numbers and the name for each room to architect and owner for approval
- H. Fabrication; the sign size shall be approximately 4" x 8". Sign edges are to be straight and free



form saw marks or any other imperfections. Corners shall be rounded, with 1/4" to 3/8" radius.

### 2.3 DISABLED PARKING SPACE SIGNS

- A. Post mounted handicapped parking space signs shall be provided for each accessible parking space as indicated on the drawings.
- B. Signs shall be constructed of 18 gauge bonderized steel with baked enamel finish and screen printed copy.
- C. Signs shall bear the international symbol of accessibility of top half of sign (blue background with white symbol) and the caption "PARKING BY DISABLED PERMIT ONLY" on the bottom half of the sign (white background with blue lettering). In addition, sign shall state "\$258 FINE, F.S. 318.14."
- D. Main sign size to be 12" wide x 18" high, with 12" wide by 6" high separate sign stating fine mounted below main sign.
- E. Posts to be galvanized steel "U" channel; weight 2.5 lbs. Per foot minimum. Height to be 12 feet overall.

### 2.4 LOGO SIGN ON FRONT ELEVATION

- A. Trimless Face and Reverse Illuminated Channel Logo
- B. Dimensions per Drawings
- 1. Provide all hard color samples to architect that match MAKO logo with sign submittal. Architect to determine color.

## PART 2 - EXECUTION

### 2.1 INSTALLATION

- A. General: Locate sign units and accessories where indicated, using mounting methods of the type described and in compliance with the manufacturer's instructions.
- B. Install signs level, plumb, and at the height indicated, with sign surfaces free from distortion or other defects in appearance.
- C. Room Identification Signs: Mount on adjoining walls and locate signs adjacent to the latch side of the door. In case of conflicts with closely spaced doors, with vision panels or where there is no wall space to the latch side of the door, notify Architect. Verify all sign locations with Architect prior to installation.
- D. Wall Mounted Signs: Attach signs to wall surfaces using a minimum of two stainless steel screws. For exterior signs, use four stainless steel screws. Use expansion shields for screws set in masonry; use "Molly" type hollow wall fasteners for screws set in gypsum board or plaster.

E. Mounting shall be at a height of 60" to the centerline of the sign (to centerline of top sign when two signs are mounted one above the other).

F. Dimensional Letters and Numbers: Letters to be mounted on custom-formed curved aluminum tube or angle mechanically fastened to concrete block wall. See drawing elevations for details.

G. Projected Mounting: Mount letters at a 1" projection distance from the wall surface indicated.

H. Disabled Parking Space Signs: Install in locations and at mounting heights indicated on drawings.

## 2.2 CLEANING AND PROTECTION

A. After installation, clean soiled sign surfaces according to the manufacturer's instruction. Protect units from damage until acceptance by the Owner.

END OF SECTION 10 1400

SECTION 10 7100  
EXTERIOR DECORATIVE SHUTTERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Bahama Decorative Shutters

1.2 RELATED SECTIONS

- A. Section 04 40 00 - Stone Assemblies [04 20 00] - Unit Masonry.
- B. Section 06 10 00 - Rough Carpentry [06 10 00] - Rough Carpentry.
- C. Section 08 11 00 - Metal Doors and Frames [08 11 00] - Metal Doors and Frames
- D. Section 08 14 13 - Carved Wood Doors [08 11 00] - Wood Doors
- E. Section 08 15 13 - Laminated Plastic Doors [08 15 00] - Plastic Doors
- F. Section 08 51 13 - Aluminum Windows [08 51 13] - Aluminum Windows.
- G. Section 08 53 00 - Plastic Windows [08 53 00] - Plastic Windows
- H. Section 08 54 00 - Composite Windows [08 54 00] - Composite Windows

1.3 REFERENCES

- A. ASTM E 1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
- B. ASTM E 1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Operating and maintenance data.
- C. Shop Drawings: Elevations, sections and details representing fabrication and

installation details.

- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's standard range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples representing actual product, color, and finish.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic checking and adjustment and periodic cleaning and maintenance of all components.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 5 year experience manufacturing similar products.
- B. Installer Qualifications: Minimum 2 year experience installing similar products.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.
  - 4. Accepted mock-ups shall be comparison standard for remaining Work

#### 1.6 PRE-INSTALLATION MEETING

- A. Convene pre-installation phone conference a minimum two weeks prior to starting work of this section.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Handling: Handle materials to avoid damage.

#### 1.8 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

#### 1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.10 WARRANTY

- A. All Palm Coast shutter products are covered by a limited warranty as follows:
  1. 1 Year Fabrication Labor
  2. 5 Year Parts
  3. 2 Year Paint

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturer: Palm Coast Shutters and Aluminum Products, which is located at: 675 4th St.; Vero Beach, FL 32962; Toll Free Tel: 800-299-1955; Tel: 772-299-1955; Email: [request info \(info@pcshuttersusa.com\)](mailto:info@pcshuttersusa.com); Web: <https://pcshuttersusa.com> or equal.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

#### 2.2 BAHAMA SHUTTERS

- A. Decorative Bahama Shutters (Non-Impact)
  1. Product: Bahama Shutter. (2 inches (51 mm) Tubular extruded aluminum Louver).
    - a. Style:
      - 1) Open Louver.
    - b. Description: Decorative Bahama Shutter is a medium duty, louvered panel, hinged at the top of the outer frame, and operated with adjustable or fixed arms attached to the structure and at the side frame of the panel. The louvered panels are comprised of extruded 6063 T-6 Aluminum.
      - 1) Finish
        - a) Semi Gloss
        - b) Color: Custom as selected by the Architect.
    - c. Operation: Continuous reversible extruded aluminum hinge header at top with anchors; mounting as indicated on Drawings.
      - 1) Arms attached to side frame of shutter via a through bolt, washer and threaded insert.
      - 2) Telescoping arms, for projection up to 65 degrees.

#### 2.3 ACCESSORIES

- A. Screws shall be stainless steel 304, 316 or 410 or corrosion resistant carbon steel.
- B. Bolts shall be ASTM A-307 galvanized steel or 304 or 316 stainless steel.

### PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify the structure to which the shutters will be installed to assure proper anchorage.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

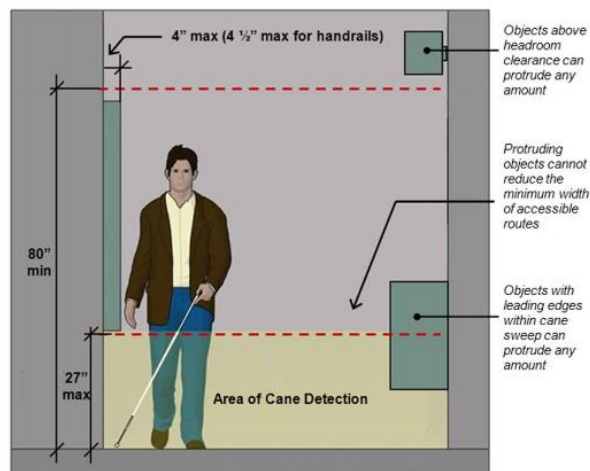
### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Seal or caulk all shutter component edges that remain and thru fastenings to prevent wind and rain intrusion.
- C. Test for proper operation and adjust until satisfactory results are achieved.
- D. Shutters need to be installed at walkways per ADA Guidelines, which means they can not protrude more than 4" from the wall for any object under 80". See below image for clarity.

#### Limits of Protruding Objects [↗](#)



### 3.4 PROTECTION

- A. Protect installed products until completion of project.

- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION