PROJECT MANUAL

RFP 23-009

Oak Ridge High School Welding Classroom Renovations

1450 Oak Ridge Turnpike Oak Ridge, TN 37830

Owner: Oak Ridge Schools Board of Education 304 New York Ave Oak Ridge, TN 37830

FEBRUARY 27, 2023



PROJECT MANUAL TABLE OF CONTENTS

Division	Section Title	Pages
	BIDDING REQUIREMENTS AND CONTRACT FORMS	
	OAK RIDGE REQUEST FOR BIDS (INCLUDES DOCUMENTS LISTED BELO	<i>N</i>)
	BIDDING PROCEDURES	2
	BID FORM	
	VENDOR INFORMATION AND PRICING	
	HOLD HARMLESS AGREEMENT	
	CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT	
	DRUG-FREE WORKPLACE AFFIDAVIT	1
	NON-COLLUSION AFFIDAVIT	1
	IRAN DIVESTMENT ACT REQUIREMENTS	1
	EDGAR CERTIFICATIONS	4
	STANDARD FORM OF AGREEMENT - AIA DOCUMENT A101 (SAMPLE)	
	GENERAL CONDITIONS OF THE CONTRACT AIA DOCUMENT A201	
00 66 00	SUPPLEMENTARY GENERAL CONDITIONS	6
DIVISION 01	- GENERAL REQUIREMENTS	
01 10 00	SUMMARY	3
01 23 70	WEATHER DELAYS	2
01 25 00	CONTRACT MODIFICATION PROCEDURES	2
01 29 00	PAYMENT PROCEDURES	3
01 31 00	PROJECT MANAGEMENT AND COORDINATION	7
01 31 00	RFI FORM	
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	5
01 33 00	SUBMITTAL PROCEDURES	<u>7</u>
01 40 00		
01 50 00	TEMPORARY FACILITIES AND CONTROLS	
01 60 00		
01 70 00		
01 73 10		
01 74 19		S
01 77 00		
01 78 20		
01 79 00	DEMONSTRATION AND TRAINING	
011000		
DIVISION 02	- EXISTING CONDITIONS	
02 41 19	SELECTIVE DEMOLITION	8
DIVISION 03	- CONCRETE	
03 53 50	POLISHED CONCRETE	5
	AMASONRY	
04 20 00	UNIT MASONRY	20
NOT USED	- WOOD, PLASTICS, AND COMPOSITES	
DIVISION 07	- THERMAL AND MOISTURE PROTECTION	
07 21 00	THERMAL INSULATION	
07 62 00	SHEET METAL FLASHING AND TRIM	5
07 84 13	PENETRATION FIRESTOPPING	5
07 92 00	JOINT SEALANTS	4

22023 ORHS WELDING CLASSROOM RENOVATIONS

OAK RIDGE, TN

DIVISION 08 - OPENINGS

08 11 13 STEEL DOORS AND FRAMES	10

DIVISION 09 - FINISHES

09 91 10	PAINTING		6
----------	----------	--	---

DIVISION 10 - SPECIALTIES

NOT USED

DIVISION 11 - EQUIPMENT NOT USED

DIVISION 12 - FURNISHINGS NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION NOT USED

DIVISION 14 - CONVEYING EQUIPMENT NOT USED

DIVISION 21 - FIRE SUPPRESSION NOT USED

DIVISION 22 - PLUMBING NOT USED

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) SEE DRAWINGS

DIVISION 26 - ELECTRICAL SEE DRAWINGS

DIVISION 27 - COMMUNICATIONS SEE DRAWINGS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY SEE DRAWINGS

DIVISION 31 – EARTHWORK NOT USED

DIVISION 32 - EXTERIOR IMPROVEMENTS NOT USED

DIVISION 33 - UTILITIES NOT USED

END OF SECTION



Business Department School Administration Building 304 New York Ave Oak Ridge, Tennessee 37830 Phone (865) 425-9005 Fax (865) 425-9060

Request for Bid

Description of items/services requested:

The Oak Ridge Schools Board of Education is soliciting proposals for welding classroom construction (RFP 23-009) ORHS Welding Classroom Renovation.

General Requirements:

All interested vendors are encouraged to attend a Pre-Bid walk through that will take place on **Wednesday, March 29, 2023, at 2:00pm EDT** at the Oak Ridge High School main office. If a Vendor is unable to attend the pre-bid meeting or needs to see the site again after the meeting, please contact the Maintenance and Operations office at (865) 425-3171 to schedule an appointment.

All personnel provided as a result of this contract award must be direct employees of the awarded contractor. The Oak Ridge Schools Board of Education will not allow for utilization of temporary personnel or day laborers to service this contract.

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **2:00pm**, **April 11**, **2023**. Every document must be enclosed in an envelope clearly marked as a bid document. **Two full copies** of the proposal must be submitted each with original signatures on both Bid Forms (included in this packet). Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for no less than sixty (60) days from the date of the bid. All documents shall be submitted to the following address:

Mary Ann Riley, Purchasing Specialist Re: ORHS Welding Classroom Renovation (RFP 23-009) Oak Ridge Schools 304 New York Ave Oak Ridge, TN 37830

Scope of Work/General Specifications:

Proposal Preparation and Submission Requirements

To enable the Oak Ridge Schools Board of Education to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The Oak Ridge Schools Board of Education reserves the right to reject submittals that do not follow the requested format listed below.

Vendor Profile: Provide a vendor profile to include:

- An overview of the company
- The length of time the Vendor has been in business
- An outline of the Vendor's background and overall qualifications
- Provide a minimum of three client references, including complete addresses and telephone numbers and contact person

Provide a total cost for the entire project. Successful vendor will furnish a cost breakdown for accounting purposes.

Award Process: Upon award, the resulting contract:

Will be approved by the Oak Ridge Schools Purchasing Department.

Will be reviewed and approved by the Oak Ridge Schools' attorney.

Will be sent to the Oak Ridge Schools Board of Education for approval.

Will be sent to the Oak Ridge Schools Superintendent for signature.

Will be forwarded to the Oak Ridge Schools Purchasing Department, for obtaining the signature of the bidder(s).

Be fully executed.

Compliance with Instructions from Site-Based Administrators: Should a site-based administrator (typically a principal or assistant principal but also a maintenance supervisor or other designated persons) request a cessation of work, work shall immediately stop. Vendor is to immediately call the Oak Ridge Schools Maintenance and Operations Department administrator in charge of the project for further instruction. Should a site-based administrator request a change of scope, function, design, et cetera of the project, such request is to be reported to the Oak Ridge Schools Maintenance and Operations Supervisor prior to any changes being affected.

Entrance to Oak Ridge School Sites: Only authorized employees of the successful Vendor are allowed on the premises of Oak Ridge School buildings. Vendor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Vendor. All employees must wear a company uniform, have picture identification badges, or other Company Identification always.

Evaluation Review: Oak Ridge Schools reserves the right to use all pertinent information (also learned from sources other than disclosed in the bid process) that might affect the District's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. ORS shall have sole responsibility for determining a reliable source. ORS reserves the right to conduct written and/or oral discussion/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of ORS.

Identification: Employees of the Vendor shall have proper identification ALWAYS displayed while on school property.

Last day for questions: All questions regarding this bid must be submitted in writing to Mary Ann Riley, no later than April 4, 2023. You may submit questions by email to mriley@ortn.edu.

Licensing: Throughout the term of this contract, the Vendor shall maintain a current license issued by the State of Tennessee.

Open Bid Intended: It is the intent and purpose of Oak Ridge Schools that this Invitation to Bid promote competitive pricing. It shall be the BIDDERS responsibility to advise Purchasing Department, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Purchasing Department not less than ten (10) days prior to the bid closing date.

Price Reductions: By submitting a bid in response to this solicitation, Contractors agree to guarantee that the ORS is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not made of price reductions, upon discovery ORS shall reserve the right to take any or all of the following actions:

• Cancel the Contract

- Determine the amount which ORS was overcharged and submit a request for payment from the Contractor for that amount.
- Take the necessary steps to collect any performance surety provided on the applicable contract.
- ORS will be responsible for the monitoring and collection of any forfeitures resulting in violations of price reductions.

Removal of Vendor's Employees: The successful Vendor agrees to utilize only experienced responsible and capable people in the performance of the work. The ORS may require that the successful Vendor remove from the job covered by this contract, employees who endanger person or property or whose continued employment under this contract is inconsistent with the interest of ORS.

Scheduling of Work: Vendor shall cooperate with School officials in performing work so that interference with the normal program will be held to a minimum.

Subcontracting: Any subcontracting must be approved, in advance, by Oak Ridge Schools. ORS may terminate the contract if subcontracting is done without approval.

Use of Trash Containers: Vendors are advised that Oak Ridge School policy does not allow vendors to utilize on-site trash bins paid for by the Oak Ridge Schools. Vendors are responsible for removing and disposing of all debris associated with the work to be performed under this contract.

Value Added Relationship: Oak Ridge Schools intend for this bid to result in a relationship with a Vendor. Oak Ridge Schools desire a long-term relationship with a vendor in which common goals are shared. Among those goals are:

- Fair and equitable treatment of vendor and owner.
- Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by substitutions or process modification.

Compliance with all Applicable Regulations: Vendor agrees and covenants that the company, its agents, and employees will comply with all County, State, and Federal laws, rules, and regulations applicable to the business to be conducted under this contract. Vendor shall secure all necessary permits for the proper execution and completion of work. The Vendor shall give all notices in compliance with all the laws, ordinances, rules, and regulations bearing on the conduct of work. All work shall conform to all applicable federal, state, and local regulations governing the same. Nothing in these plans and specifications is to be construed not to conform to codes and regulations. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

Safety and Protection: The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the public who may be affected thereby. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic flag tape, and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles.

The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to Oak Ridge Schools and all costs associated are the responsibility of the contractor. Oak Ridge Schools does not assume any responsibility, at any time, for the protection of or for loss of materials, acceptance of the work by the project manager.

Vendor Responsibilities: At their own expense, the Vendor shall:

- Provide competent supervision.
- Provide competent workers.
- Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs because of their faulty or negligence.
- Perform work without unnecessarily interfering with school activities or other vendor(s).
- The Vendor shall be responsible (daily) to maintain a clean work site, to remove debris, and to dispose of it properly at the Vendor's expense.
- The Vendor shall be responsible for maintaining the work area in such a manner that the public and Oak Ridge Schools Maintenance staff may continue to work in the facility.

Warranty and Guarantee:

- 1. A written warranty and guarantee is required from the contractor which shall be submitted with the final billing. A detailed statement should include the period of time involved as well as the specific details of the warranty.
- 2. The submitted warranty will include a detailed roster of maintenance and care instructions. The owner shall follow these instructions for the warranty to remain in force.
- 3. Contractor shall obtain and pay for all permits, licenses, etc., as required by the city and county where the work is to be performed and by the state of Tennessee and shall give all legal notices and pay all fees required for the work.
- 4. The successful bidder shall not assign this contract or any part thereof, or any money due or to become due hereunder, without the written approval of Oak Ridge Schools.
- 5. Oak Ridge Schools may require of the successful bidder sufficient information to establish financial responsibility; that he has adequate facilities and personnel; plus, any other information which may be requested by Oak Ridge Schools which it deems necessary to establish the successful bidder's ability to perform this work.
- 6. Should any defective work be discovered, which, in the opinion of Oak Ridge Schools cannot be accepted, the same shall at once be removed and replaced at the Contractor's expense.

Site Clean-Up and Restoration:

- 1. The contractor will properly protect all school district property, structures, and equipment throughout the performance of the work.
- 2. The contractor will conduct daily clean-up of material and equipment, ensuring the work site is always kept clean and safe. Proper warning signs and barricades will be used to warn the public to remain clear of operations.
- 3. The contractor will restore all structures and equipment to its pre-construction condition if damaged during construction operations.

Purchasing Terms:

Oak Ridge Schools will order on the following schedule: Board of Education approval and availability of funds.

Submission Requirements:

- 1. A detailed bid form, which includes quantity and unit cost must be included in the bid package.
- 2. Two full copies of the proposal must be submitted, with original Bid Forms included with each copy.
- 3. The amount listed on the Bid Form should reflect the total implementation costs of this service as submitted.

Contracted Service Insurance:

- The successful bidder shall file with the Purchasing Department of Oak Ridge Schools, prior to commencing work, an appropriate certificate of insurance, in duplicate, evidencing compliance with the insurance requirements contained in the bid specifications.
- 2. Additional Insured the certificate of insurance shall name Oak Ridge Schools as an additional insured under the required policies of liability insurance set forth in the insurance requirements of these specifications.
- 3. The insurance required hereunder naming Oak Ridge Schools as an additional insured shall be primary insurance to all insurance that might be in force for the benefit of Oak Ridge Schools
- 4. Insurance Requirements The successful bidder who provides products and service to Oak Ridge Schools will provide the district with satisfactory evidence of the following insurance coverage:
 - a. Workers' compensation and industrial diseases insurance in the statutory amounts, and employer's liability in the amount of \$500,000.
 - b. General liability insurance or comprehensive general liability insurance, including contractual liability, product/completed operation, and Contractors broad form liability in an amount equal to \$1,000,000 combined single limits of liability.
 - c. Automobile liability insurance, including non-owned and hired automobiles, in an amount equal to \$1,000,000 combined single limits of liability.

Such insurance shall be written by insurers acceptable to Oak Ridge Schools. The certificate of insurance shall indicate whether the policy or policies of insurance are written on an claims-made or occurrence basis.

All work shall be as bid documents prepared by:

Cope Architecture 2607 Kingston Pike, Suite 5 Knoxville, TN 37919 (865) 694-9000 (office) (865) 599-2883 (mobile) www.copearchitecture.com

Project No. 22023

Attachments: 22023 ORHS Welding Classroom Renovations Project Manual 22023 Combined CD Set

Schedule:

- A pre-bid walkthrough is scheduled for 3/29/2023 at 2:00pm EST at the main office of the Oak Ridge High School (1450 Oak Ridge Turnpike, Oak Ridge, TN 37830).
- Sealed bids will be opened on April 11, 2023, at 2:00pm EST at the School Administration Building, Business Office Conference Room, 304 New York Ave., Oak Ridge, TN 37830.

Bidding Procedures

Location: All bids must be submitted to the Oak Ridge Schools Business Department at or before the announced deadline.

Mary Ann Riley, Purchasing Specialist Welding Classroom Project RFP 23-009 304 New York Ave. Oak Ridge, TN 37830

Award of Contract: The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, nonresponsive, or conditional bids. Oak Ridge Schools may conduct such investigations, as it deems necessary, to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors and other persons and organizations to perform the work in accordance with the contract documents to the who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, bidder whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. It is also understood that the "apparent low bidder" will be announced at the bid opening; however, the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. Oak Ridge Schools does not enter contracts that provide for mediation or arbitration. The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder (e.g., product line-item deletions or adjustments), and the right to disregard all non- conforming, nonresponsive, or conditional bids.

Bid Document: For certain projects the Owner will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the "bid invitation."

EDGAR Certification: The EDGAR certifications and provisions are required and applied when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

Errors in Bids: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

Facsimile transmissions: Electronic transmissions will not be accepted, except when during the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

Hold Harmless Agreement: Bidders shall be required to complete the attached Hold Harmless Agreement.

Laws and Regulations: The bidder'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.

Legal Issues: Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bids will be denied if these provisions are not included in the contract.

Non-Boycott of Israel Affidavit: Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

Non-Collusion Affidavit: Bidder shall be required to complete the attached Non-Collusion Affidavit.

Payments: Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses.

Payment terms shall be specified in the bid response, including any discounts for early payment. The Oak Ridge Schools Business Department discourages the practice of picking up checks in person unless there is an emergency situation.

Purchase: No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

Sub-contracts: The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

Subcontractors and employees: If work is to be performed during regular school hours when children are present, the BOE requires background checks, dress codes, and certain ethical standards of all employees on school property.

Taxes: Oak Ridge Schools is tax exempt.

Tie Bids: If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

Title VI of the Civil Rights Act of 1964: All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Oak Ridge Schools strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

Vendor Indemnify: Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

Warranty: The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

Bid Form

Owner:		Oak Ridge Schools Board of Education Mary Ann Riley, Purchasing Specialist School Administration Building 304 New York Ave Oak Ridge, TN 37830	
Project:		ORHS Welding Classroom	
		Project (RFP 23-009)	
Bid Opening	:	April 11, 2023, 2:00pm EDT	
Company Na	ime:		
Address:			
Phone Numb	per:		
Email:			
Main Bid:	This Pr to com matter Docum project perfor	rice is to be for the complete package, mat pplete this project. Having examined the Pl rs referred to in the Instructions to Bidders nents prepared by Cope Associates, Inc. for t, we, the undersigned, hereby offer to ente m the Work for the sum of:	erials, licenses, and labor ace of the Work and all and the Contract the above-mentioned er into a Contract to
Bid Amount:			US dollars.
Company:			
Signature:			
Title:			
Date:			

VENDOR INFORMATION AND PRICING FOR ORHS Welding Classroom Project RFP 23-009

Vendor Name:			
Vendor Address:	Vendor Address:		
City:			
State:			
Telephone:			
Fax:			
Contact Person:			
Contact Person's email:			
Authorizing Signature:			
(Sign in	blue ink.)		
Do you accept the Terms and Conditions of the Yes No	ne bid?		
With Exceptions:			
Did you include Criminal History Records Che Yes No	eck?		
Have you included copies of Licenses? Yes No			
Total Local Staff Size:	Technicians:		
Helpers:			
Number of Years in Business:			
Locally:			

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____

Name of Contractor

(Hereinafter Contractor), and Oak Ridge Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.

Name of Contractor:	
Ву:	
Title:	
STATE OF	
County of	
p	ersonally appeared
before me, the undersigned, with whom I am personally acquainte acknowledged that he/she/it executed the within instrument for th contained, and who further acknowledge that he/she/it is authoriz interment on behalf of	d and who, upon oath, e purposes therein ed to execute this
Signature	
Witness by hand and Notaries seal at office thisday of year of	,
Notary Public	
My Commission Expires:	

CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT

STATE OF		

COUNTY OF _____

The undersigned, principal officer of

, an

Employer contracting with the Oak Ridge School Board of Education to provide services having direct contact with children or access to grounds of an Oak Ridge public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of

(hereafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

- 2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-413 as amended effective September 1, 2007, for entities entering into contracts with a local board of education where the Company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
- 3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught. Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared	with
whom I am personally acquainted (or proved	to me on the basis of satisfactory evidence), and
who acknowledged that he/she is the	of
	and is authorized to execute this instrument
on behalf of the principal for the purposes th	erein contained.
Witness my hand and seal at office this	day of,
20	
Notary Public	
My commission expires:	

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF_____

COUNTY OF _____

The undersigned, principal officer of ______, an employer of five (5) or more employees contracting with Oak Ridge School District to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of

(Hereafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

- 2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113 which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
- 3. The Company is in compliance with the terms of T.C.A. § 50-9-113.

Further affiant saith naught.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared	with
whom I am personally acquainted (or proved	to me on the basis of satisfactory evidence), and
who acknowledged that he/she is the	of
	and is authorized to execute this instrument
on behalf of the principal for the purposes the	erein contained.
Witness my hand and seal at office this	day of,
20 .	
Notary Public	
My commission expires:	

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY DESIGN-BUILDER

State of _____

County of

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this	day
---------------------------	-----------------------------	-----

of______.

Signature of Officer

Notary Signature

Typed Name of Officer

Office

Notary Seal

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

Date

Title

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

Signature

Printed Name

Name of Firm/Company

TO WHOM IT MAY CONCERN:

Oak Ridge Schools is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Oak Ridge Schools along with your proposal.

The following certifications and provisions are required and apply when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Oak Ridge Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Oak Ridge Schools believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminate for convenience of the District. Any award under this procurement process is not exclusive and Oak Ridge Schools reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Oak Ridge Schools expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime (D) construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Oak Ridge Schools expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(E)Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when SAISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by SAISD resulting from this procurement process.

Does Vendor agree? YES______ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(G)Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ______ Initials of Authorized Representative of Vendor

(H)Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (1) Pursuant to Federal Rule (I) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- (2) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor agree? YES______Initials of Authorized Representative of Vendor

EMPLOYMENT VERFICATION FAR 22.18

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does vendor agree? YES_____ Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Oak Ridge Schools for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES______Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$50,000 OF FEDERAL FUNDS

When federal funds are expended by Oak Ridge Schools, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES______Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Oak Ridge Schools expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES_____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES____

____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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Does Vendor agree? YES_____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations *and* ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name:
Authorized Signature:
Printed Name:
Title:
Date:
Address:
City, State, Zip Code:
Phone #:
Fax #:
Email Address:
Corporate/Company Website:
DUNS #:CAGE#:
Oak Ridge Schools REP #

AIA Document A101° – 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.

Init.

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ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-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.

TABLE OF ARTICLES

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

THE WORK OF THIS CONTRACT **ARTICLE 2**

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.

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION ARTICLE 3

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

3

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§ 4.6 Other:

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

ltem

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

Price

Item

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

§ 4.4 Unit prices, if any:

(Identify each allowance.)

Item

§ 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.

§ 4.3 Allowances, if any, included in the Contract Sum:

Completion of such portions by the following dates:

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

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

§ 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.

[] 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

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

ARTICLE 4 CONTRACT SUM

Portion of Work

§ 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.

Item

[]

Price

Units and Limitations

Price per Unit (\$0.00)

Conditions for Acceptance

Substantial Completion Date

Price

Init.

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 A201TM–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:

- That portion of the Contract Sum properly allocable to completed Work; .1
- That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 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:

- The aggregate of any amounts previously paid by the Owner; 1
- .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;
- Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, .3 unless the Work has been performed by others the Contractor intends to pay;
- For Work performed or defects discovered since the last payment application, any amount for which .4 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.)

§ 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

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

§ 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.)

%

DISPUTE RESOLUTION ARTICLE 6 § 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.)

Init. 1

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§ 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)

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§ 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 A101TM–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 A101TM-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 E203TM-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:

ENUMERATION OF CONTRACT DOCUMENTS ARTICLE 9

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor .1
- .2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as .4 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:

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

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[] The Sustainability Plan:

	Title	Date	Pages					
[] Supple	Supplementary and other Conditions of the Contract:						
	Document	Title	Date	Pages				

Other documents, if any, listed below: .9

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM_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)

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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)

« »« » « »

TABLE OF ARTICLES

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

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INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work 9.6.6, 9.9.3, 12.3 Acceptance of Work 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3 Access to Work 3.16, 6.2.1, 12.1 **Accident Prevention** 10 Acts and Omissions 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2 Addenda 1.1.1 Additional Costs, Claims for 3.7.4, 3.7.5, 10.3.2, 15.1.5 **Additional Inspections and Testing** 9.4.2, 9.8.3, 12.2.1, 13.4 Additional Time, Claims for 3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6 **Administration of the Contract** 3.1.3, 4.2, 9.4, 9.5 Advertisement or Invitation to Bid 1.1.1 Aesthetic Effect 4.2.13 Allowances 3.8 **Applications for Payment** 4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10 Approvals 2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1 Arbitration 8.3.1, 15.3.2, 15.4 ARCHITECT 4 Architect, Definition of 4.1.1 Architect, Extent of Authority 2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1 Architect, Limitations of Authority and Responsibility 2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2 Architect's Additional Services and Expenses 2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4 Architect's Administration of the Contract 3.1.3, 3.7.4, 15.2, 9.4.1, 9.5 Architect's Approvals 2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work 3.5, 4.2.6, 12.1.2, 12.2.1 Architect's Copyright 1.1.7, 1.5 Architect's Decisions 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2 Architect's Inspections 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4 Architect's Instructions 3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2 Architect's Interpretations 4.2.11, 4.2.12 Architect's Project Representative 4.2.10 Architect's Relationship with Contractor 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2 Architect's Relationship with Subcontractors 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3 Architect's Representations 9.4.2, 9.5.1, 9.10.1 Architect's Site Visits 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4 Asbestos 10.3.1 Attorneys' Fees 3.18.1, 9.6.8, 9.10.2, 10.3.3 Award of Separate Contracts 6.1.1.6.1.2 Award of Subcontracts and Other Contracts for Portions of the Work 5.2 **Basic Definitions** 1.1 **Bidding Requirements** 111 **Binding Dispute Resolution** 8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1 Bonds, Lien 7.3.4.4, 9.6.8, 9.10.2, 9.10.3 **Bonds, Performance, and Payment** 7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5 **Building Information Models Use and Reliance** 1.8 **Building Permit** 3.7.1 Capitalization 1.3 Certificate of Substantial Completion 9.8.3, 9.8.4, 9.8.5

2

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Concealed or Unknown Conditions 3.7.4, 4.2.8, 8.3.1, 10.3 Conditions of the Contract 1.1.1, 6.1.1, 6.1.4 Consent, Written 3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2 **Consolidation or Joinder** 15.4.4 **CONSTRUCTION BY OWNER OR BY** SEPARATE CONTRACTORS 1.1.4.6 Construction Change Directive, Definition of 7.3.1 **Construction Change Directives** 1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3. 9.3.1.1 Construction Schedules, Contractor's 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2 **Contingent Assignment of Subcontracts** 5.4. 14.2.2.2 **Continuing Contract Performance** 15.1.4 Contract, Definition of 1.1.2 CONTRACT, TERMINATION OR SUSPENSION OF THE 5.4.1.1, 5.4.2, 11.5, 14 Contract Administration 3.1.3, 4, 9.4, 9.5 Contract Award and Execution, Conditions Relating to 3.7.1, 3.10, 5.2, 6.1 Contract Documents, Copies Furnished and Use of 1.5.2, 2.3.6, 5.3 Contract Documents, Definition of 1.1.1 **Contract Sum** 2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5 Contract Sum, Definition of 9.1 Contract Time 1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1, 1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5 Contract Time, Definition of 8.1.1 CONTRACTOR 3 Contractor, Definition of 3.1.6.1.2 **Contractor's Construction and Submittal** Schedules 3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees 2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1 **Contractor's Liability Insurance** 11.1 Contractor's Relationship with Separate Contractors and Owner's Forces 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4 Contractor's Relationship with Subcontractors 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4 Contractor's Relationship with the Architect 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1 Contractor's Representations 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2 Contractor's Responsibility for Those Performing the Work 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8 Contractor's Review of Contract Documents 3.2 Contractor's Right to Stop the Work 2.2.2, 9.7 Contractor's Right to Terminate the Contract 14.1 Contractor's Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3 Contractor's Superintendent 3.9, 10.2.6 Contractor's Supervision and Construction Procedures 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4 Coordination and Correlation 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1 Copies Furnished of Drawings and Specifications 1.5, 2.3.6, 3.11 Copyrights 1.5, 3.17 Correction of Work 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1 **Correlation and Intent of the Contract Documents** 1.2 Cost, Definition of 7.3.4 Costs 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14 **Cutting and Patching 3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4 Damage to the Work 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4 Damages, Claims for 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7 Damages for Delay 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2 Date of Commencement of the Work, Definition of 8.1.2 Date of Substantial Completion, Definition of 8.1.3 Day, Definition of 8.1.4 Decisions of the Architect 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2 **Decisions to Withhold Certification** 9.4.1, 9.5, 9.7, 14.1.1.3 Defective or Nonconforming Work, Acceptance, Rejection and Correction of 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6, 6, 9.8.2, 9.9.3, 9.10.4, 12.2.1 Definitions 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1 **Delays and Extensions of Time 3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5, 1, **9.7**, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5 Digital Data Use and Transmission 1.7 Disputes 6.3, 7.3.9, 15.1, 15.2 **Documents and Samples at the Site** 3.11 Drawings, Definition of 1.1.5 Drawings and Specifications, Use and Ownership of 3.11 Effective Date of Insurance 8.2.2 Emergencies 10.4, 14.1.1.2, 15.1.5 Employees, Contractor's 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1 Equipment, Labor, or Materials 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2 Execution and Progress of the Work 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

4

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Insurance, Property 10.2.5, 11.2, 11.4, 11.5 Insurance, Stored Materials 9.3.2 **INSURANCE AND BONDS** 11 Insurance Companies, Consent to Partial Occupancy 9.9.1 Insured loss, Adjustment and Settlement of 11.5 Intent of the Contract Documents 1.2.1, 4.2.7, 4.2.12, 4.2.13 Interest 13.5 Interpretation 1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1 Interpretations, Written 4.2.11, 4.2.12 Judgment on Final Award 15.4.2 Labor and Materials, Equipment 1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2 Labor Disputes 8.3.1 Laws and Regulations 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4 Liens 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8 Limitations, Statutes of 12.2.5, 15.1.2, 15.4.1.1 Limitations of Liability 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1 Limitations of Time 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5 Materials, Hazardous 10.2.4, 10.3 Materials, Labor, Equipment and 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2 Means, Methods, Techniques, Sequences and Procedures of Construction 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2 Mechanic's Lien 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8 Mediation 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

5

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Owner's Right to Carry Out the Work 2.5. 14.2.2 **Owner's Right to Clean Up** 6.3 **Owner's Right to Perform Construction and to Award Separate Contracts** 6.1 **Owner's Right to Stop the Work** 2.4 Owner's Right to Suspend the Work 14.3 Owner's Right to Terminate the Contract 14.2, 14.4 **Ownership and Use of Drawings, Specifications** and Other Instruments of Service 1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3 **Partial Occupancy or Use** 9.6.6, 9.9 Patching, Cutting and 3.14, 6.2.5 Patents 3.17 Payment, Applications for 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3 **Payment, Certificates for** 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4 Payment, Failure of 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2 Payment, Final 4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3 Payment Bond, Performance Bond and 7.3.4.4, 9.6.7, 9.10.3, 11.1.2 **Payments**, **Progress** 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4 PAYMENTS AND COMPLETION Payments to Subcontractors 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2 PCB 10.3.1 Performance Bond and Payment Bond 7.3.4.4, 9.6.7, 9.10.3, 11.1.2 Permits, Fees, Notices and Compliance with Laws 2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2 PERSONS AND PROPERTY, PROTECTION OF 10 Polychlorinated Biphenyl 10.3.1 Product Data, Definition of 3.12.2 **Product Data and Samples, Shop Drawings** 3.11, 3.12, 4.2.7

6

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Schedule of Values 9.2. 9.3.1 Schedules, Construction 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2 Separate Contracts and Contractors 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2 Separate Contractors, Definition of 6.1.1 Shop Drawings, Definition of 3.12.1 Shop Drawings, Product Data and Samples 3.11, 3.12, 4.2.7 Site, Use of 3.13, 6.1.1, 6.2.1 Site Inspections 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4 Site Visits, Architect's 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4 Special Inspections and Testing 4.2.6, 12.2.1, 13.4 Specifications, Definition of 1.1.6 **Specifications** 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14 Statute of Limitations 15.1.2, 15.4.1.1 Stopping the Work 2.2.2, 2.4, 9.7, 10.3, 14.1 Stored Materials 6.2.1, 9.3.2, 10.2.1.2, 10.2.4 Subcontractor, Definition of 5.1.1 **SUBCONTRACTORS** 5 Subcontractors, Work by 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7 **Subcontractual Relations** 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1 Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3 Submittal Schedule 3.10.2, 3.12.5, 4.2.7 Subrogation, Waivers of 6.1.1, 11.3 Substances, Hazardous 10.3 **Substantial Completion** 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2 Substantial Completion, Definition of 9.8.1 Substitution of Subcontractors 5.2.3, 5.2.4 Substitution of Architect 2.3.3

7

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TIME 8

Time, Delays and Extensions of

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

Time Limits 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2. 15.1.3. 15.4 **Time Limits on Claims** 3.7.4, 10.2.8, 15.1.2, 15.1.3 Title to Work 9.3.2, 9.3.3 UNCOVERING AND CORRECTION OF WORK 12 **Uncovering of Work** 12.1 Unforeseen Conditions, Concealed or Unknown 3.7.4. 8.3.1. 10.3 Unit Prices 7.3.3.2. 9.1.2 Use of Documents 1.1.1, 1.5, 2.3.6, 3.12.6, 5.3 Use of Site 3.13, 6.1.1, 6.2.1 Values, Schedule of 9.2, 9.3.1 Waiver of Claims by the Architect 13.3.2 Waiver of Claims by the Contractor 9.10.5, 13.3.2, 15.1.7 Waiver of Claims by the Owner 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7 Waiver of Consequential Damages 14.2.4, 15.1.7 Waiver of Liens 9.3, 9.10.2, 9.10.4 Waivers of Subrogation 6.1.1, 11.3 Warranty 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10, 4, 12.2.2, 15.1.2 Weather Delays 8.3. 15.1.6.2 Work, Definition of 1.1.3 Written Consent 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2 Written Interpretations 4.2.11, 4.2.12 Written Orders 1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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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 or the Architect s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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9

§ 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, Subsubcontractors, 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 E203TM–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

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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 affected by the change until reasonable evidence is provide. 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.

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§ 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 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 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.

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§ 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.

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .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.

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§ 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.

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§ 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 be entitled to rely upon the adequacy and accuracy of 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.

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§ 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

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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 submittal 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 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.

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§ 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 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.

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§ 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

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§ 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;

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- .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

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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.

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§ 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 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

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- .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.

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§ 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.

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§ 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, 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 such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 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.

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§ 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 tests verifying the presence or absence. 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 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 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.

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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, 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 coverage, the cost of 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.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, 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

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§ 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 and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

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§ 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.

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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, <u>upon seven</u> 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.

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§ 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 <u>probable effect</u> 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

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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.

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§ 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.
SECTION 00 66 00 – ARCHITECT'S SUPPLEMENTARY GENERAL CONDITIONS

A. THE GENERAL CONDITIONS

The General Conditions of this contract is the American Institute of Architect's Standard Documents No. A201, 2017 Edition. "General Conditions of the Contract for Construction", hereinafter referred to as the "AIA General Conditions", a copy of which is herein enclosed.

B. THE SUPPLEMENTARY GENERAL CONDITIONS

The supplementary General Conditions contain changes and additions to the AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

Paragraph 1.1.2, add the following sentence to the end of this paragraph:

"The Contractor shall be furnished one (1) sets of the project manual and Contract Documents for his use. The Contractor shall pay the actual cost of reproduction for all additional sets requested by him."

Paragraph 1.1.9, this is a new paragraph and shall read as follows:

1.1.9 MISCELLANEOUS DEFINITIONS

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment. The term "Project Manual" as used in these Supplementary Conditions is the volume which includes the bidding requirements, conditions of the contract and specifications.

Paragraph 1.2.4, this is a new paragraph and shall read as follows:

1.2.4 If there is any conflict within between any of the Contract Documents involving the quality or quantity of work required, it is the intention of the contract that the work of highest quality or greatest quantity shown or specified shall be furnished. Whether or not the word "all" is used in the specification, coverage is intended to be complete, except where partial coverage is specifically and expressly noted. In all cases where an item is referred to in the singular number, it is intended that the reference shall apply to as many such items as are required to complete the work.

Paragraph 1.2.5, this is a new paragraph and shall read as follows:

1.2.5 Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

Paragraph 1.2.6, this is a new paragraph and shall read as follows:

1.2.6. If the Contract Documents identify more than one product or finish from which to select, that selection belongs to the Owner, not the Contractor.

Paragraph 1.2.7, this is a new paragraph and shall read as follows:

1.2.7. In case of discrepancies and conflicts between the Contract Documents, precedence of the various documents shall be as follows:

- I. Agreement
- II. Addenda
- III. General Conditions and Supplementary Conditions

- IV. Detail Specifications
- V. Figured Dimensions on the Drawings
- VI. Large Scale Details on the Drawings Over Smaller Scale Details of Same

ARTICLE 2 – OWNER

Paragraph 2.3.4, add the following sentence to the end of the paragraph:

"Owner will establish lot lines, restrictions, and a permanent bench mark. The Contractor shall establish, maintain and verify all other lines, grades and dimensions as shown on the drawings. Report in writing to the Architect any error or inconsistencies."

Paragraph 2.3.6, delete this paragraph in its entirety.

ARTICLE 3 – CONTRACTOR

Paragraph 3.2.5, this is a new paragraph and shall read as follows:

3.2.5 No verbal agreement or conversation with any officer, representative, agent, or employee of the owner or Architect, either before or after the execution of this contract, shall effect or modify the terms or obligations herein contained.

Paragraph 3.3.4, this is a new paragraph and shall read as follows:

The Contractor shall have the sole responsibility for carrying out a safety program with a designated safety inspector under the requirements of OSHA.

Paragraph 3.3.5, this is a new paragraph and shall read as follows:

3.3.5 The Contractor shall utilize the services of a licensed land surveyor to set the location of the building structure and site improvements and to verify all dimensions of the same with respect to proximity of all property lines, easements, and setbacks. Report in writing and discrepancies to the Architect prior to proceeding with the work.

Paragraph 3.4.4, this is a new paragraph and shall read as follows:

3.4.4 The standards of the work required throughout shall be of such grade which will produce work consistent with the highest standards of the industry. All materials permanently installed in the project shall be new unless otherwise specified or approved by the Architect.

Paragraph 3.4.5, this is a new paragraph and shall read as follows:

3.4.5 Provisions for product definitions and directions for requesting substitutions are included in the specifications, Division 1, "Product Requirements".

Paragraph 3.7.1, this paragraph has been completely revised and shall read as follows:

3.7.1 The Contractor shall secure and pay for all permits, utility company, governmental fees and licenses necessary for the proper execution and completion of the work, which are applicable at the time the bids are received.

Paragraph 3.7.4, add the following to the end of the sentence that reads ",or both.":

"provided that the concealed conditions were not addressed in any subsurface investigation report available to the Contractor for his review."

Paragraph 3.7.6, this is a new paragraph and shall read as follows:

3.7.6 The contractor shall pay all highway fees, and all damage to sidewalks, streets, or other public property, or to any public utilities.

Paragraph 3.7.7, this is a new paragraph and shall read as follows:

3.7.7 The Contractor shall secure all certificates of inspection and of occupancy which may be required by authorities having jurisdiction over the work, including the Board of Fire Underwriters' certificates. These shall be delivered to the Architect upon completion of the work.

Paragraph 3.14.3, this is a new paragraph and shall read as follows:

3.14.3 Perform all cutting of work in place in a neat workmanlike manner and patch and restore to a good condition. Do not cut structural members under any circumstances, except where expressly and particularly authorized by the Architect.

Paragraph 3.14.4, this is a new paragraph and shall read as follows:

3.14.4 Cutting of work necessary for installation of mechanical and electrical work is specified in Division 15 and 16, but patching of finished work required because of such cutting shall be included in the general building construction.

Paragraph 3.18.3, this is a new paragraph and shall read as follows:

3.18.3 The obligations of the Contractor under this paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage... but shall specifically include all claims, damages, losses and expenses including attorney's fees arising out of or relating to construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in the connection with the work and the Contractor's failure to carry out the work in accordance with the Contract Documents, notwithstanding the Architect's onsite observations of such.

ARTICLE 7 – CHANGES IN THE WORK

Paragraph 7.2.2, this is a new paragraph and shall read as follows:

Unless otherwise agreed in writing by Owner and Contractor, the method of determining the amount of the adjustment in the Contract Sum shall be by one or more of the methods set forth in the subsections of Section 7.3.3 and shall be based on reasonable expenditures and savings as set forth in Section 7.3.7.

Paragraph 7.3.4, this paragraph has been completely revised and shall read as follows:

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, the case of an increase to the Contract Sum, an amount for overhead and profit in accordance with Section 7.3.11. 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. Cost for the purpose of this Section 7.3.7 shall be limited to the following:

- 1. Direct Payroll Expense of Labor;
- 2. Cost of materials, supplies and equipment, including cost of transportation thereof;
- 3. Machinery and equipment cost based on (1) rental cost for machinery and equipment rented from others and (2) cost for machinery and equipment owned by the Contractor limited to not more than 80% of the applicable average rental rate as listed in the current edition of the AED Green Book for Rental Rates and Specifications for Construction Equipment;
- 4. Cost for premiums for bonds to the extent required by the Contract Documents, permit fees, and sales, use or other similar taxes related to the Work;
- 5. Additional Direct Payroll Expense of superintendence <u>directly attributable to authorized</u> <u>overtime</u> which is directly attributable to the change.
- 6. Costs for General Conditions for additional days will not be paid for time extensions during construction unless the Contractor can show a direct impact on the critical path of the construction schedule. If at the time of Substantial Completion additional days are added to the Contract Time, General Conditions will then be paid for the added days.

Paragraph 7.3.4.1, DIRECT PAYROLL EXPENSE, this is a new paragraph and shall read as follows:

Direct Payroll Expense as referenced in Section 7.3.4 shall be limited to base salary or hourly wage plus a maximum 39% of base salary or hourly wage to cover social security, old age and unemployment insurance, fringe benefits required by the agreement or custom, and workers' compensation insurance.

Paragraph 7.3.4.2, this is a new paragraph and shall read as follows:

Specifically excluded from costs referenced in Section 7.3.4 and included in overhead are the following:

- 1. Corporate, home office, and branch office overhead, insurance premiums, rent, mortgage, off-site utilities, project management, and personnel not otherwise mentioned;
- 2. Capital expenses and interest on capital;
- 3. Hand tools;
- 4. Field offices, sheds, phones, sanitary facilities, on-site utilities, drinking fountains, cleaning, safety programs and other construction facilities and temporary controls;
- 5. Cost of superintendence except as set forth in Section 7.3.4.5;
- 6. Superintendent's vehicle cost and other general use vehicle costs.

Paragraph 7.3.11- OVERHEAD AND PROFIT, this is a new paragraph and shall read as follows:

No overhead and profit is allowed on cost for bond premiums. The allowable percentages for overhead and profit on all other costs stipulated in Section 7.3.4 shall not exceed the following:

- 1. To Contractor on work performed by other than its own forces 5% profit.
- 2. To first- tier Subcontractor on work performed by its Sub-subcontractor- 5% profit.
- 3. To Contractor and/or Subcontractor for that portion of the work performed with their respective forces- 10% overhead and 5% profit.

ARTICLE 8 – TIME

Paragraph 8.3.4, this is a new paragraph and shall read as follows:

Claims relating to time shall be made in accordance with applicable provisions of Article 15 or shall receive no consideration. If monthly Weather Delay Reports are required by the Specifications, then Claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required, and the Contractor waives the right to such Claims.

ARTICLE 9 – PAYMENTS AND COMPLETION

Paragraph 9.2, add the following sentence to the end of the paragraph:

Schedule of values shall be divided into not less than one part for each section of the specifications.

Paragraph 9.3.2, add the following sentence to the end of the paragraph:

Contractor must provide certificates of insurance and detailed manifest of materials stored off-site as a condition of payment.

Paragraph 9.3.3, add the following sentence to the end of the paragraph:

Upon substantial completion as defined in 9.8, the Contractor shall deliver to the Architect all required certificates of inspections, guarantees and warranties.

Paragraph 9.3.4, this is a new paragraph and shall read as follows:

9.3.4 The Owner shall make payments on account of the contract as provided therein as follows, or as otherwise agreed in the contract.

.1 On or about the tenth (10th) day of each month, ninety-five (95%) percent of the value based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site or in a bonded warehouse thereof up to the first (1st) day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work as a sum sufficient to increase the total payments to ninety-seven (97%) of the Contract price.

The final payment shall be due thirty (30) days after substantial completion of the work, provided the work is then fully completed and the Contract fully performed. The time of substantial completion shall be established in accordance with Articles 8 and 9 of the General Conditions.

Paragraph 9.8.5, add the following sentences to the end of the paragraph:

Neither the final payment nor the retained percentage shall become due until the Contractor submits to the Architect signed and notarized waivers of lien from all subcontractors and material suppliers who furnished labor, materials, or labor and materials for the contract work. Consent of Surety to final payment must be received before final payment is released.

Paragraph 9.10.3, add the following sentences to the end of the paragraph:

As a condition of final payment the General Contractor shall provide an as-built survey documenting the actual location of all built construction, property lines, utilities (both tops and inverts), easements, wetlands, and natural site characteristics (i.e. creeks). All covered conditions must be accurately located by dimensions or geographic coordinates. Survey shall be certified by a surveyor licensed to practice in the jurisdiction of the project.

ARTICLE 11 – INSURANCE AND BONDS

Paragraph 11.2.4, this is a new paragraph and shall read as follows:

11.2.4 **MISCELLANEOUS INSURANCE PROVISIONS**. Provide a minimum of 30 days notice to the Owner upon cancellation of any insurance policy. Provide certified copies of all insurance policies to the Owner. A "permit to occupy" endorsement shall be included should a tenant occupy this space prior to the time the entire project is accepted by the Owner.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

Paragraph 12.1.3, this is a new paragraph and shall read as follows:

12.1.3 If all or a portion of the mechanical and electrical system is used beneficially by a party other than the installing Contractor, with the prior written authorization of the Owner, the guarantee and warranty period shall commence on the date when such system or portion thereof is placed in operation. The beneficial user, if other than the Owner, shall restore such system or portion thereof to a first class operating condition without cost to the Owner and before acceptance by the Owner.

Paragraph 12.1.4, this is a new paragraph and shall read as follows:

12.1.4 Guarantee and warranty requirements shall extend to correction, without cost to the Owner, of all work found to be defective or not in conformance with the Contract Documents. The Contractor shall bear the cost of correcting all damage resulting from such defects or nonconformance with Contract Documents exclusive of repairs required as a result of improper maintenance or operation, or of normal wear.

ARTICLE 15 – CLAIMS AND DISPUTES

Paragraph 15.1.4.2, this paragraph has been completely revised and shall read as follows:

15.1.4.2 The Contractor must submit each month with his application for payment a separate letter stating that he is requesting and extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. No payment on a monthly application is due until the letter is received. Complete justification, including weather reports, correspondence and any other supporting data must be included for each day's request for extension. A Contractor's letter or statement that it was delayed will not be considered as adequate justification. The receipt of this request and data by the Architect will not be considered as either Owner or Architect approval of a time extension in any way.

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of Contract.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project # 22023 **ORHS Welding Classroom Renovations**
 - 1. Project Location: 1450 Oak Ridge Turnpike, Oak Ridge, TN 37830.

B. Owner: Oak Ridge Schools Board of Education

- C. Architect: Cope Associates, Inc., 2607 Kingston Pike, Suite 5, Knoxville, Tennessee 37919.
- D. The Work consists of the following:
 - 1. The Work includes construction of renovations to an existing welding classroom at Oak Ridge High School, Work includes interior renovations of approximately 4,300 square feet with minor exterior renovations to facilitate installation of new mechanical equipment. Type of construction includes masonry walls, electrical, and mechanical system additions and modifications.

1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

A. General: Contractor shall have use of premises for construction operations as agreed with Owner, including use of Project site, during construction period. Contractor's use of premises is limited by Owner's right to perform work and maintain normal operations.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Facility will be open for business during this construction time. Work shall be generally performed inside the existing building during hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated. Contractor and Owner to establish work schedule prior to commencing construction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify **Owner** not less than 7 days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without **Owner's** written permission.
- C. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- b. Conditions described indicate every instance of said condition with or without the use of "all" unless specifically stated otherwise.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 23 70 - WEATHER DELAYS

PART 1 - GENERAL

1.1 EXTENSIONS OF CONTRACT TIME

A. An extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month and that impact the Critical Path schedule.

1.2 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Government has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

 Jan
 Feb
 Mar
 Apr
 May
 Jun
 Jul
 Aug
 Sep
 Oct
 Nov
 Dec

 12
 11
 8
 7
 7
 6
 7
 5
 4
 5
 6
 11

1.3 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 - (1) Precipitation (rain, snow or ice) in excess of one-tenth inch (0.10") liquid measure.
 - (2) Temperatures which do not rise above 32 degrees F by 10:00 a.m.
 - (3) Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified.
 - (4) Sustained wind in excess of twenty-five (25) m.p.h.
 - (5) Standing snow in excess of one inch (1.00").
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days when all the following conditions are met:
 - (1) For rain days above the standard baseline.
 - (2) Only if there is a hindrance to site access or sitework, such as excavation, backfill and footings.
 - (3) At a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Architect.
 - (4) A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction

activity that day.

1.4 DOCUMENTATION AND SUBMITTALS

- A. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Architect at beginning of project.
- C. Submit an updated Critical Path schedule projecting the adverse weather days and its effect on project completion.
- D. Use Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average climatic range.
- E. Organize claim and documentation to facilitate evaluation of a basis of calendar months periods, and submit in accordance with the procedures for claims established in Bidding and Contract Documents Section.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 25 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - <u>GENERAL</u>

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications. Modifications shall be made in accordance with A201 section 7.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for procedural requirements for handling and processing allowances.
 - 2. Division 1 Section "Unit Prices" for administrative requirements for using unit prices.
 - 3. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 (or similar form) for Proposal Requests.
- D. Additional cost resulting from the use of an incomplete Set of Construction Documents is the responsibility of the Contractor.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701. Change Orders shall be listed separately on the schedule of values and may have subparts.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment. Payments shall be made in accordance to A201 section 9.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Description of the Work.
 - b. Change Orders that affect value.
 - c. Dollar value.
 - d. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. Provide separate line items in the Schedule of Values for initial scheduled value, portion of the line previously completed, and for total completed value of that part of the Work.
- 7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 8. Temporary facilities and other major cost items that are not direct cost of actual work-inplace may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

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

- 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- F. Updated Construction Schedule: With each Application for Payment, submit one (1) copy of Updated Construction Schedule.
- G. Public Notice Prior To Final Payment: Within ten days of receipt of a Certificate of Payment which proposes final payment to the Contractor the Owner will advertise a public notice that communicates the following:
 - 1. The Contractor has applied for final payment.
 - 2. Written notice of any unsettled claims for labor, material, or service provided to the Contractor or its Subcontractors may be provided to the Owner within (30) days of appearance of the advertisement.
 - 3. The sole purpose of such notice is to inform the Owner of unsettled claims.
 - 4. Claimant must pursue remedies in accordance with applicable law.

B. Advertisement will be in a general circulation newspaper published in the locality of the project.

C. The Owner will not make final payment prior to the end of the 30 day period.

END OF SECTION

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. Correspondence and Electronic Communications.
 - 1. For ease and speed of communications, both Architect and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay request and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.
 - 2. Minimum requirements for electronic exchange of information should include a PC workstation, Internet connection, color capable printer, and scanner. The software should include programs compatible with MS Office and Adobe Acrobat.
 - 3. The preferred method for Contractor's submission of reports, RFI's, meeting minutes, photos, and other data is by E-mail with file attachment(s).
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

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

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum

clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
- 3. Number of Copies: Submit two opaque copies of each submittal. Architect will return one copy.
- 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 **PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - I. Use of the premises.
 - m. Work restrictions.

- n. Owner's occupancy requirements.
- o. Responsibility for temporary facilities and controls.
- p. Construction waste management and recycling.
- q. Parking availability.
- r. Office, work, and storage areas.
- s. Equipment deliveries and priorities.
- t. First aid.
- u. Security.
- v. Progress cleaning.
- w. Working hours.
- 3. Minutes: Record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - I. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
 - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 - 3. Minutes: Record the meeting minutes.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.8 REQUESTS FOR INFORMATION (RFIs)

- A. Procedure: After carefully reviewing the Contract Documents as required by Article 3.2.1 of the General Conditions of the Contract, Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to verbally request interpretation at Project meeting, or if the issue needing interpretation cannot be adequately addressed verbally, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Prepare written RFIs when clarifications of the documents are required. Note that there will be a direct back-charge, consistent with Article 3.2.4 of the General Conditions of the Contract, of five hundred (\$500.00) for any written RFI, which is clearly answerable by referring to the Contract Documents and, in the opinion of the Architect, should have been either answered by the Contractor or should not have been submitted in the first place. This charge will be assessed via an appropriate change order.
 - 3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Hard-Copy RFIs: Use form included at end of this Section.
 - 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

- 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
- Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION



Request for Information

То	Project: ORHS Welding Classroom Renovations
From	Project No. <u>22023</u>
Date	Architect Cope Architecture
Regarding	RFI#
This is a Clarification to resolve questions arisin caused by the information contained hereon un	ng during construction. There shall be no change to the contract price or schedule less specifically authorized in accordance with the contract change clauses.

Questions for Clarifications re:	Drawings #	Spec Section #	Detail #
	U		

Initiated by_____

Date _____

Response				
Attachments Response from			Date	
CC: 🗌 Owner	Consultants	🗌 File	□	
Reply By			Date	

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 **DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- J. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Preliminary Construction Schedule: Submit two opaque copies.
 - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- C. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- D. Daily Construction Reports: Submit two copies at monthly intervals.
- E. Field Condition Reports: Submit 2 copies at time of discovery of differing conditions.

F. Special Reports: Submit 2 copies at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including phasing and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.
 - 5. Review schedule for work of Owner's separate contracts.
 - 6. Review time required for review of submittals and resubmittals.
 - 7. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 8. Review time required for completion and startup procedures.
 - 9. Review and finalize list of construction activities to be included in schedule.
 - 10. Review submittal requirements and procedures.
 - 11. Review procedures for updating schedule.

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

- a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
- 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within 7 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. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for **the Notice of Award**. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.

- 18. Partial Completions and occupancies.
- 19. Substantial Completions authorized.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Additional requirements related to this section may also be found in the General and Supplementary Conditions of the Contract and other Division 1 Specification Sections.

1.2 SUMMARY

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

1.3 **DEFINITIONS**

- A. Electronic Transmission: To be in PDF format or Microsoft Word format.
- B. Action Submittals: Written and graphic information that requires Architect's responsive action.
- C. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of Drawings may be made available to the General Contractor by Architect for Contractor's use in preparing submittals.
- B. Coordination: Submittals shall be made in accordance with the Submittal Schedule and with the following:
 - 1. Submittals shall be made with allowance for review, lead, and delivery times.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

- 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3. Resubmittal Review: Allow [15] days for review of each resubmittal.
- 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow [21] days for initial review of each submittal.
- 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow [15] days for review of each submittal. Submittal will be returned to **Architect** before being returned to Contractor.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an indication of revision after another decimal point (e.g., 06100.01.R1).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - I. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Completeness: Incomplete submittals will not be reviewed. Product literature listing multiple options without selections indicated will be considered incomplete unless specification has indicated Architect will select from manufacturer's full range.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received without a Transmittal Form and will discard submittals received from sources other than Contractor.
 - 1. Transmittal Form: Use form at end of this Section.
 - 2. On an attached, separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect, on previous submittals, and deviations from requirements in the Contract Documents,

including minor variations and limitations. Include same label information as related submittal.

- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Accepted", "Accepted as Noted", or "Accepted as Corrected".
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the information requested in specification and additional information as necessary to evaluate product.
 - 4. Submit Product Data concurrent with Samples.
- 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.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - I. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.

- o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets either 8-1/2" x 11" or the same sheet size as Contract Document drawings.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Deliver to Architect's office, Samples that contain multiple, related components, such as accessories, together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for qualitycontrol comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 4. Number of Samples: Submit [two] **2** copies of samples. One copy may be retained by Architect for coordination with future submittals or other uses.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - 7. Samples for Testing: Materials submitted for testing may be destroyed in the process of testing. Contractor will receive written report of test results.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space as identified in Contract Document drawings.
 - 3. Location within room or space.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

- 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
- 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- D. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- E. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- F. Material Safety Data Sheets (MSDSs): Submit included in hazardous materials binder as required in 01 78 20 Operations and Maintenance Data; do not submit to Architect.
 - 1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

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 other required submittals, submit three 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.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. ACCEPTED
 - 2. NOT ACCEPTED
 - 3. ACCEPTED AS CORRECTED
 - 4. REVISE AND RESUBMIT
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.3 ELECTRONIC TRANSMISSION

A. Documents may be transmitted electronically to Architect except those requiring hard copy for Project Closeout and those for which electronic transmission is not compatible.

END OF SECTION
SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other qualityassurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Contractor's Quality Control Plan: Document identifying Contractor's administrative and field procedures and policies for providing the required level of quality on this project.
- B. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements
- C. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that the actual products incorporated into the Work and completed construction, comply with requirements. Services do not include contract enforcement activities performed by Architect.
- D. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- E. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- F. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- G. Product Testing: Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- H. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- I. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- J. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- K. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- L. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

- 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
- 2. Main wind-force resisting system or a wind-resisting component listed in the wind-forceresisting system quality assurance plan prepared by the Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Testing agency.
 - 3. Testing agency to be engaged by Owner or Contractor.
 - 4. Description of test and inspection. Include "Special Inspections" required by AHJ.
 - 5. Identification of applicable standards.
 - 6. Identification of test and inspection methods.
 - 7. Number of tests and inspections required.
 - 8. Time schedule or time span for tests and inspections.
 - 9. Requirements for obtaining samples.
 - 10. Unique characteristics of each quality-control service.

1.5 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within [10] days of Notice to **Proceed**, and not less than [1] day prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- D. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

- e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
- f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect[, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect [seven] days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow [seven] days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 2 through 16.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
- 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
- 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
- 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar qualitycontrol service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within [30] days of date established for the Notice to Proceed.
 - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency as required by authorities having jurisdiction and as indicated in individual Specification Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

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

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.
- E. Sewer, Water, and Electric Power Service: Use charges are specified in Division 1 Section "Summary of Multiple Contracts."

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts[, with 1-5/8-inch- OD top rails..
- B. Lumber and Plywood: Comply with requirements in Division 6 Section. "Miscellaneous Carpentry."
- C. Paint: Comply with requirements in Division 9 painting Sections.

2.2 TEMPORARY FACILITIES

- A. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- square white board.
 - 3. Drinking water.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, selfcontained, liquid-propane-gas or fuel-oil heaters with individual space 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 for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 1 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on

completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service underground, unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with requirements specified in Division 1 Section "Construction Waste Management."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

- H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- I. Existing Stair Usage: Use of Owner's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.
- J. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 1 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Site Clearing."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
 - 1. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

- 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

SECTION 01 70 00 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.

1.3 SUBMITTALS

- A. Qualification Data: For land surveyor or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by land surveyor or professional engineer.
- E. Final Property Survey: Submit 2 copies showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

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

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on provided RFI form.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

- 2. Do not hold degrading materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
- 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

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

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.9 **PROTECTION OF INSTALLED CONSTRUCTION**

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

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.11 WARRANTY INSPECTION

- A. A Warranty Inspection will be schedule and conducted at the project site prior to one year from the date Substantial Completion is achieved, but as close to the end of that year as is reasonably possible.
- B. The Warranty Inspection will be attended by at least one representative of the Owner, Designer and Contractor.
- C. The Warranty Inspection is intended to be an opportunity for the Contractor to become aware of any outstanding corrections needed pursuant to the basic one-year warranty to the Work.

SECTION 01 73 10 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Using submittal forms, submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior curtain-wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.
 - 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.

- 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an evenplane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Using submittal forms, submit plan within 15 days of date established for the Notice to Proceed.

1.6 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements. Superintendent may serve as Waste Management Coordinator.
- B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference(s): Include Waste Management plan in Kick-off meeting.

1.7 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Identify materials to be diverted for recycling.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Practice efficient waste management in the use of materials in the course of the Work. Use reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials for materials which recycling is locally available.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
- 3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL
 - A. General: Recycle paper and beverage containers used by on-site workers.

- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste as required by recycling facility or service.
- E. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin. Inspect containers and bins for contamination and remove contaminated materials if found.

3.3 DISPOSAL OF WASTE

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

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. In request, list items that are incomplete.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to General Conditions and Division 1 Section "Payment Procedures."
 - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report and warranty.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes, if available.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 CORRECTION OF THE WORK

A. Cost for additional testing, inspections and compensation for the Architect's services and expenses resulting from the correction of previously rejected work, shall be at the Contractor's expense.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Include a photograph of each condition. Use Punch List Form agreeable to Architect.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

- 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.
- E. Warranty Inspection:
 - 1. A Warranty Inspection will be scheduled and conducted at the project site prior to one year from the date Substantial Completion is achieved, but as close to the end of that year as is reasonably possible.
 - 2. The Warranty Inspection will be attended by at least one representative of the Owner, Architect, and Contractor.
 - 3. The Warranty Inspection is intended to be an opportunity for the Contractor to become aware of any outstanding corrections needed pursuant to the basic one-year warranty of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Provide special cleaning requirements, which may be identified in Part 3 of Sections in Divisions 2 through 33.
 - 2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Clean tracks and frames of dust and debris.
 - k. Remove labels that are not permanent.
 - I. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.

- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

SECTION 01 78 10 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit set of marked-up Record Prints in hard copy and scanned to electronic media. Include complete set of Contract Drawings regardless whether comments or changes have been made. Include shop drawings, erection or installation drawings, and other drawings to complete project record.
 - 1) Electronic Media: as required by Owner.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of full size black-line on white paper prints of the Contract Drawings and Shop Drawings at intended scale.

- 1. Preparation: Mark Record Prints in blue or red ink to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - I. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
- 4. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
 - 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 - 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect.
- e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 5. Note related Change Orders, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

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

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project. One person shall be principally responsible for maintaining record documents.
- B. Maintenance of Record Documents and Samples: Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
SECTION 01 78 20 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, and finishes and systems and equipment.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Initial Submittal: Submit 1 draft copy of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit two hard copies and one electronic copy of each manual in final form at least 15 days before final inspection.

1.5 COORDINATION

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

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

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

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Laminate title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.

- 2. Shutdown instructions for each type of emergency.
- 3. Operating instructions for conditions outside normal operating limits.
- 4. Required sequences for electric or electronic systems.
- 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

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

- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.

- 5. Aligning, adjusting, and checking instructions.
- 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 79 00- DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videotapes.

1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit one complete training manual for Owner's use.
- B. Qualification Data: For facilitator.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Demonstration and Training Videos: Submit 1 copy within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date videotape was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video. Include name of Project and date of video on each page.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 - 1. Motorized doors.
 - 2. Fire-protection systems.

- 3. Intrusion detection systems.
- 4. Conveying systems.
- 5. Heat generation.
- 6. HVAC systems.
- 7. HVAC instrumentation and controls.
- 8. Electrical service and distribution.
- 9. Lighting equipment and controls.
- 10. Communication systems.
- 11. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
- 12. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
- 13. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
- 14. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
- 15. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.

- k. Seasonal and weekend operating instructions.
- I. Required sequences for electric or electronic systems.
- m. Special operating instructions and procedures.
- 16. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 17. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 18. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 19. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish an instructor to describe Owner's operational philosophy.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

3.3 DEMONSTRATION AND TRAINING VIDEO

- A. General: Engage a qualified commercial photographer to record demonstration and training video. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Format: Provide high-quality digital media.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on video. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Demolition procedures for the removal of existing improvement as noted on the contract documents for removal.
 - 2. Repair procedures for selective demolition operations.
 - 3. Protection of all equipment, furniture and other improvements. Protection of hidden circuits pending identification of purpose.
- B. Definitions:
 - 1. Remove: Detach items from existing construction and legally dispose of them.
 - 2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
 - 3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
 - 4. Existing to Remain: Existing items of construction that are not to be removed.
 - 5. Cutting and patching: includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.

1.2 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be salvaged, reinstalled or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at Contractor's option.
- B. Demolished materials may be not removed during Owner occupied hours.

1.3 SUBMITTALS

- A. Proposed dust control measures.
- B. Proposed water control measures.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition work, with starting and ending dates for each activity.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of temporary partitions and means of egress.
 - 6. Procedures to ensure uninterrupted progress of Owner's on-site operations.
 - 7. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: Items to be removed and salvaged.

- E. Photographs or Video: Before work begins, submit sufficiently detailed photographs or videos showing existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations.
- F. Cutting and Patching Plan: Submit a proposal to the Architect's representative, describing procedures at least 14 calendar days in advance of the time cutting and patching will initially be performed.
 - 1. Include the following information, as applicable:
 - a. Description of the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
 - b. Description of the anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in appearance and other significant visual elements.
 - c. List of products to be used and entities that will perform work.
 - d. Dates and hours of operation when cutting and patching will be performed.
 - e. Compatibility and cohesion characteristics of patching compounds with adjacent materials.
 - 2. Approval by the Owner or Architect's Representative to proceed with cutting and patching does not waive the right to later require complete removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with NFPA 241 and ANSI A10.6.
- C. Pre-Demolition Conference: Conduct conference at Project site to comply with requirements in Division 1 section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by demolition operations.
- D. Cutting and patching requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
 - 1. The cutting and patching plan shall include but not be necessarily limited to work required at the following structural elements:
 - a. Stair systems.
 - b. Miscellaneous structural metals.
 - c. Piping, ductwork, vessels, and equipment.
 - d. Concrete Pan-joist systems.
- E. Operational Limitations to cutting and patching: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.
 - 1. The cutting and patching plan shall include but not be necessarily limited to work required at the following operating elements or safety related systems:

22023 ORHS WELDING CLASSROOM RENOVATIONS OAK RIDGE, TN

- a. Fire protection systems.
- b. Electrical wiring systems.
- F. Visual Requirements to cutting and patching: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's Representatives opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction that is cut and patched in a visually unsatisfactorily manner.
 - 1. Retain the original installer or fabricator to cut and patch exposed work if the original installer or fabricator is identified in the Contract Documents or is known to the Contractor and is available for the work.
 - 2. If it is not possible to engage the original installer or fabricator, engage a Specialist who is specifically experienced in the work.
 - 3. The cutting and patching plan shall include but not be necessarily limited to work required at the following visual elements:
 - a. Masonry
 - b. Ceilings
 - c. Doors
 - d. Miscellaneous improvements

1.5 EXISTING WARRANTIES RELATED TO CUTTING AND PATCHING

A. Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to avoid any existing warranties.

1.6 **PROJECT CONDITIONS**

- A. Owner will occupy portions of the building immediately adjacent to selective demolition area.
 - 1. Conduct selective demolition so Owner operations will not be disrupted.
 - 2. Provide the Architect's Representative with not less than 72 hours notice prior to activities that will affect Owner operations.
- B. Maintain access to existing walkways, corridors and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. The Contractor shall remove and salvage any existing items so indicated on the Drawings.
- D. The Contractor shall remove and reinstall any existing items so indicated on the Drawings.
- E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. If any materials suspected of containing hazardous materials are encountered, do not disturb the material.
 - 1. Immediately notify the Architect's Representative.
 - 2. Materials proved hazardous will be removed by the Owner.
- F. On-site storage or sale of removed items or materials will not be permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- H. Fire Protection: Maintain fire-protection services during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Where available and appropriate for use, provide repair materials that are identical to existing materials.
- B. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance equal or surpasses that of existing materials.

2.2 MATERIALS RELATED TO CUTTING AND PATCHING

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities to be removed have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled, and items to be removed and salvaged.
- D. When encountering unanticipated mechanical, electrical or structural elements that conflict with the intended function or design, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect's Representative.
- E. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the selective demolition progresses to detect hazards resulting from the activities.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

- B. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by authorities having jurisdiction.
 - 1. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
 - 2. Provide not less than 72 hours notice to the Architect's Representative if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving areas to be selectively demolished.
 - 1. Where utility services are required to be removed, relocated or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
 - 2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit after bypassing.
 - 3. Do not start selective demolition work until utility disconnection and sealing have been completed and verified.

3.3 PREPARATION

- A. Temporary Site Control: Remove debris and conduct demolition operations in a manner to ensure minimum interference with roads, streets, walks, walkways, corridors, and other adjacent occupied or used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, corridors, or other adjacent occupied or used facilities without permission from the Architect's Representative and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- B. Temporary Facilities: Conduct demolition operations in a manner to prevent injury to people and damage to adjacent building and facilities to remain. Provide for safe passage of people around selective demolition area.
 - 1. Protect walls, ceilings, floors and other existing finish work that are to remain and are exposed during selective demolition operations.
 - 2. Cover and protect furniture, furnishings and equipment that have not been removed.
- C. Temporary Enclosures: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

3.4 POLLUTION CONTROLS

- A. Dust Control: Use temporary enclosures and other suitable methods complying with governing environmental protection regulations to limit the spread of dust and dirt.
 - 1. Water may be used to control dust, but is to be contained within the construction area.
 - 2. Dry mop floors to eliminate trackable dirt, and wipe down walls and doors of demolition enclosure.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Cleaning: Clean adjacent structures and site improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete selective demolition within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically. Conduct work in an order that avoids transporting removed items and debris through areas with completed selective demolition work, and that allows for removal of items before supports for those items are removed in another area.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage adjoining construction to remain. Use hand or small power tools designed for sawing or grinding, not for hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. No cutting torches are allowed.
 - 5. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- B. Existing Facilities: Comply with Owner's regulations for using and protecting elevators, stairs, walkways, building entries and other building facilities during selective demolition operations.
- C. Disposal of Salvaged Items and Items to be reinstalled:
 - 1. Reinstallation: Where items are indicated to be removed and reinstalled, install the materials and equipment in locations indicated. Comply with installation requirements for new materials and equipment.
 - 2. Delivery to Owner: Where items are indicated to be removed and salvaged, transport the materials and equipment to the area on-site designated by the Architect's Representative or indicated on the Drawings.
- D. Protection of Salvaged Items: Pack or crate salvaged materials and equipment after removal. Identify contents of containers. Protect items from damage during transport and storage.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect's Representative, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- F. Remove and reinstall any ceilings, piping, ductwork, sprinklers or other obstructions as required to provide access for mechanical, electrical and plumbing work indicated in the construction documents.

3.6 INSPECTION RELATED TO CUTTING AND PATCHING

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.7 PREPARATION RELATED TO CUTTING AND PATCHING

- A. Provide temporary support of work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.8 PERFORMANCE REQUIRED FOR CUTTING AND PATCHING

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
 - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
 - 2. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 3. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 4. Cut through concrete and masonry using a cutting machine, such as a carborundum blade saw or a diamond-core drill.
 - 5. After utility services are bypassed, cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Where removed walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface that contains the patch after the area has received primer and other undercoats.
 - 5. Patch, repair or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Perform cutting and patching work listed in Division 1 Section "Work Restrictions" during Owner Unoccupied Hours.

3.9 PATCHING AND REPAIRS

- A. At no cost to the Owner, promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 - 1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to the manufacturer's written recommendations.
- C. Finishes: Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- D. Ceilings: Patch, repair, paint, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.10 DISPOSAL OF DEMOLISHED MATERIALS

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

3.11 CLEANING AREAS CUT AND PATCHED

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.
- B. Thoroughly clean piping, conduit, and similar features before applying paint, restored pipe coverings, or other finishing materials.

END OF SECTION 02 41 19

SECTION 03 53 50 – POLISHED 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 includes polished concrete finish for interior concrete flatwork.
- B. Related Sections:
 - 1. Division 3 Section "Cast-In-Place Concrete" for concrete slabs.
- C. Furnish all labor, material, equipment and services necessary for:
 - 1. Dry diamond grinding and polishing of concrete floors.
 - 2. Applying densifying impregnator, sealer and dust-proofing chemicals.
 - 3. Exposing aggregate to determined level.
 - 4. Polishing to specified sheen level.
- D. Concrete curing

1.3 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 302.1R-89, Guide for Concrete Floor and Slab Construction.
- B. American Society for Testing and Materials:
 - 1. ASTM C779, Standard Test Method for Abrasion of Horizontal Concrete Surfaces.
 - 2. ASTM C805, Impact Strength.
 - 3. ASTM G23-81, Ultraviolet Light & Water Spray.
 - 4. ASTM 1028, Co-efficient of Friction.
 - 5. ASTM C 150, Type I, II Portland cement conformity, depending on soil conditions.
 - 6. ASTM C 33, Aggregate conformity.
- C. Other Test:
 - 1. Reflectivity.

1.4 SUBMITTALS

- A. Product Data: For each grinding machine, including all types of grinding heads, dust extraction systems, joint filler, concrete densifying impregnator, penetrating sealer, and any other chemicals used in the process.
- B. Applicators qualification data.
- 1.5 QUALITY ASSURANCE
 - A. Approved Applicators:
 - 1. Applicator must be certified by the Manufacturer of selected product.
 - B. Pre-Installation Conference:
 - 1. Before start of polishing work, attend a conference to discuss the proper installation of materials and procedures. Attendees shall include all parties directly affecting work of this Section.
 - C. Provide project names, addresses, contact names, phone numbers of at least (5) project of similar scope completed by the installer.
 - D. Installer/applicator shall be certified by concrete finish equipment and chemical manufacturer and shall provide adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft.
 - E. Manufacture's Certification: Provide a letter of certification from both the equipment and chemical manufacturer stating that the installer is a certified applicator and is familiar with proper procedures and installation requirements recommended by the manufacturer.
 - F. Mock-ups:
 - 1. General Contractor to notify applicator (7) seven days prior to pour to schedule finish.
 - 2. Reserve 100 square feet for each color and finish at location adjacent to floor that will receive polish, but will be covered with another flooring material. Mock-up floor shall be placed on the same day, preferably the same pour as the floors to receive polish.
 - 3. Install mock-ups to verify selections made under sample submittal and to demonstrate methods and workmanship proposed for the project. If mock-up not possible, submitted samples will be accepted as demonstrated methods and workmanship.
 - 4. Aggregate selected must be tested to ensure it will accept polish.
 - 5. If stand alone mock-up required, form should be clean and free from extraneous substance and be at least 12' x 12' with a level plywood bottom on level ground with unobstructed access around all four sides.
 - 6. Control joints should be included in mock-up. Sawing performed by General Contractor can begin as soon as the surface is firm enough not to displace any of the aggregate.
 - 7. Edges should be included in mock-up.
 - 8. Approved mock-ups may become part of the completed work if undisturbed at time of substantial completion.

G. Protection:

- 1. General Contractor shall protect areas to receive polished concrete finish at all times during construction to prevent oils, dirt, metal, excessive water and other potentially damaging materials from affecting the finished concrete surface. Protection measures listed below shall begin immediately after the concrete slab is poured:
 - a. All hydraulic powered equipment shall be diapered to avoid staining of the concrete.
 - b. All vehicle parking shall be prohibited on the finish slab area. If necessary to complete their scope of work, drop cloths shall be placed under vehicles at all times.
 - c. No pipe cutting machine shall be used on the finish floor slab.
 - d. Steel shall not be placed on the finish slab to avoid rusting.
 - e. Acids and acidic detergents will not come in contact with slab.
 - f. All painters will use drop cloths on the concrete. If paint gets on the concrete, it must be immediately removed.
 - g. All trades will be informed that the slab must be protected at all times.
- H. Environmental Limitations:
 - 1. Comply with manufacturers written instruction for substrate temperature and moisture content, ambient temperature and humidity, ventilation and other conditions affecting chemical performance.
 - 2. Flatness and levelness:
 - a. Finish concrete shall have a minimum Floor Flatness rating of at least 40.
 - b. Finish concrete shall have a minimum Floor Levelness rating of at least 30.
 - c. Finish concrete shall be cured a minimum of 28 days or at which point equipment can be put on the slab and does not displace aggregate.
 - 3. Finish concrete area shall be closed to traffic during finish floor application and after application, for the time as recommended by manufacturer.
- I. Concrete Mix Design:
 - 1. Concrete Mixture shall be 4000 PSI or higher, non-air entrained.
 - a. Any admixtures, plasticizers, slag, fly ash or anything taking the place of Portlandbased cement shall be kept to a minimum.
 - b. The cement shall be Portland Cement Type I, conforming to ASTM C 150.
 - c. Maintain concrete temperature below 85 degrees. Keep concrete as cool and moist for as long as possible. In essence, decrease rate of hydration and drying to minimize cracking.
 - d. Wet cures are most suitable, but if this cannot be achieved, use a penetrating, dissipating or wax based cure and seal. Do not use a denisifier/hardner material at time of placement.
 - e. All mix designs must be approved by the applicator.
 - f. Use on source for cement, aggregates and pozzolans throughout the job. Monitor and control incoming material consistency. Do not use calcium chloride-based admixtures. Non-chloride admixtures may be used.

- g. Wash out all drums before loading. Keep surface slumps consistent with a minimum of 4. Minimize driver added water maintaining a .45 water content ratio.
- h. Before any high range water reducing admixture is added slump must be at no more than 4.
- i. Place concrete to achieve as true and smooth a top surface as possible. Mounds, dips are not acceptable. General Contractor shall control flatness and levelness, including on sloping areas to within tolerance permitted by specification ASTM E1155.
- j. Slab shall be protected from indention and footprints during pour and curing.

PART 2 - PRODUCTS

2.1 POLISHING MATERIALS

- A. Basis of design: HTC Superfloor Platinum, manufactured by HTC Inc.. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
 - 1. American Decorative Concrete Company
 - 2. Bowmanite
- B. Penetrating Liquid Sealer Hardener Densifying Impregnator with the following performance criteria:
 - 1. Chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components.
 - 2. Odorless.
 - 3. Colorless which hardens and densifies concrete surfaces to protect against abrasion, dusting, and absorption of liquids.
- C. Control joint and saw cut filler, two part filler or polyurea as recommended by manufacturer.
 - 1. Saw cut joints 1/8" deep.
- 2.2 EQUIPMENT (Required for installation)
 - A. Three-phase 480 Volt, 3 phase generator and step down transformer.
 - B. Three (3) head, counter rotating variable speed floor grinding machine with at least 800 pounds down pressure.
 - C. Dust extraction system, pre-separator, and squeegee attachments with minimum flow rating of 322 cubic feet per minute.
 - D. Grinding Heads:
 - 1. Metal bonded diamonds, depending on application.
 - 2. Resin bonded, phenolic diamonds, depending on application.

- E. Grinding Pads for Edges:
 - 1. Depending on application.
- F. Hand grinder with dust extraction attachment and pads.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Installer shall examine and approve concrete substrate for conditions affecting performance of finish. General Contractor shall correct conditions that are found to be out of compliance with the requirements of this section. Repairs are not acceptable unless specifically approved on a case-by-case basis by the Architect.
- B. Verify that base slab meet finish and surface profile requirements listed in Division 3, Section "Cast-in-place Concrete".
- C. Provide floor clean of materials and debris.
- D. Protect adjacent surfaces as required to prevent damage by the concrete polishing procedures.
- E. Setup grinding machine, dust extraction system, tooling, and generator.
- F. Ensure floor cured to accept polishing applications.

3.2 PROTECTION

A. Protect the floors from damage until substantial completion.

3.3 SHEEN

- A. Polished Concrete Level 3:
 - 1. Looking straight down, the floor will clearly reflect overhead and side light.
 - 2. Final surface preparation shall be done with 3000 grit resin bond.

END OF SECTION

SECTION 04 42 00 - UNIT MASONRY 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 unit masonry assemblies consisting of the following:
 - 1. Concrete masonry units (CMUs).
 - 2. Face brick.
 - 3. Mortar and grout.
 - 4. Reinforcing steel.
 - 5. Masonry Joint Reinforcement.
 - 6. Ties and anchors.
 - 7. Embedded flashing.
 - 8. Miscellaneous masonry accessories.
 - 9. Steel Reinforcing Bars.
 - 10. Cavity-wall insulation.
- B. Related Sections include the following:
 - 1. Division 7 Section "Bituminous Dampproofing" for dampproofing applied to cavity face of backup wythes of cavity walls.
 - 2. Division 7 Section "Sheet Metal Flashing and Trim" for exposed sheet metal.
 - 3. Division 7 Section "Joint Sealants" for sealing control and expansion joints in unit masonry.
- C. Products installed, but not furnished, under this Section include the following:
 - 1. Steel lintels and shelf angles for unit masonry, furnished under Division 5 Section "Structural Steel."
- D. Allowances: The following are included under the allowances indicated as specified in Division 1 Section "Allowances":
 - 1. Face brick under the Face Brick Allowances.

1.3 **PRECONSTRUCTION TESTING**

- A. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing indicated below. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
 - 1. Concrete Masonry Unit Test: For each type of unit required, according to ASTM C 140 for compressive strength.

- 2. Mortar Test (Property Specification): For each mix required, according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
- 3. Mortar Test (Property Specification): For each mix required, according to ASTM C 780 for compressive strength.
- 4. Grout Test (Compressive Strength): For each mix required, according to ASTM C 1019.

1.4 **PERFORMANCE REQUIREMENTS**

- A. Provide unit masonry that develops indicated net-area compressive strengths (f^r_m) at 28 days.
 - 1. See structural drawings for required compressive strength at all unit masonry.
 - 2. Determine net-area compressive strength (f_m) of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.
 - 3. Minimum net- area compressive strength shall be $(f'_m) = 2,000$ psi

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For the following:
 - 1. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
 - 2. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
 - 3. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."
 - 4. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
- C. Samples for Initial Selection: For the following:
 - 1. Weep holes/vents.
 - 2. Accessories embedded in masonry.
- D. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.
 - 1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.
- E. Material Certificates: Include statements of material properties indicating compliance with requirements including compliance with standards and type designations within standards. Provide for each type and size of the following:
 - 1. Masonry units.
 - a. Include material test reports substantiating compliance with requirements.
 - b. For bricks, include size-variation data verifying that actual range of sizes falls within specified tolerances.

- c. For exposed brick, include material test report for efflorescence according to ASTM C 67.
- d. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.
- 2. Cementitious materials. Include brand, type, and name of manufacturer.
- 3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
- 4. Grout mixes. Include description of type and proportions of ingredients.
- 5. Reinforcing bars.
- 6. Joint reinforcement.
 - a. Truss or Ladder Reinforcement
- 7. Anchors, ties, and metal accessories.
- F. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 - 1. Include test reports, per ASTM C 780, for mortar mixes required to comply with property specification.
 - 2. Include test reports, per ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- G. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.
- H. Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1093 for testing indicated, as documented according to ASTM E 548.
- B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.
- C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.
- D. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
- E. Fire-Resistance Ratings: Where indicated, provide materials and construction identical to those of assemblies with fire-resistance ratings determined per ASTM E 119 by a testing and inspecting agency, by equivalent concrete masonry thickness, or by other means, as acceptable to authorities having jurisdiction.
- F. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects. Comply with requirements in Division 01 "Quality Requirements" for mockups.

- 1. Build sample panels for each type of exposed unit masonry construction in sizes approximately 48 inches long by 36 inches high.
- 2. Clean one-half of exposed faces of panels with masonry cleaner indicated.
- 3. Protect approved sample panels from the elements with weather-resistant membrane.
- 4. Approval of sample panels is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Architect in writing.
 - a. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels unless such deviations are specifically approved by Architect in writing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.8 **PROJECT CONDITIONS**

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 - 1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
 - 2. Where 1 wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.

CONSTRUCTION DOCUMENTS PACKAGE ISSUED: 27 FEB 2023

- 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
- 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
 - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to exceed tolerances and to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not uses units where such defects, including dimensions that vary from specified dimensions by more than stated tolerances, will be exposed in the completed Work or will impair the quality of completed masonry.
- B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fireresistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

2.2 CONCRETE MASONRY UNITS (CMUs)

- A. Shapes: Provide shapes indicated.
 - 1. Provide bullnose-edged units for outside corners (up to 8" above finished ceilings), unless otherwise indicated. First course of outside corner to have standard edge to allow for proper installation of wall base.
 - 2. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding and other special conditions.
- B. Concrete Masonry Units: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi.
 - 2. Weight Classification: Normal weight.
 - 3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
 - 4. Fire Rating: Provide units meeting fire ratings shown on the drawings and comply with selected UL assemblies.

2.3 CONCRETE AND MASONRY LINTELS

- A. General: Provide either concrete or masonry lintels, at Contractor's option, complying with requirements below.
- B. Concrete Lintels: Precast or formed-in-place concrete lintels complying with requirements in Division 3 Section "Cast-in-Place Concrete."
- C. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam concrete masonry units with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

2.4 BRICK

- A. Face Brick: ASTM C 216, Grade SW, Type FBS.
 - 1. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
 - 2. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
 - 3. Surface Coating: Brick with colors or textures produced by application of coatings shall withstand 50 cycles of freezing and thawing per ASTM C 67 with no observable difference in the applied finish when viewed from 10 feet.
 - 4. Size (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.
 - 5. Color and Texture: As selected by Architect, refer to Brick Allowance.

2.5 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I, except Type III may be used for cold weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or Type III, and hydrated lime complying with ASTM C 207, Type S.
- D. Masonry Cement: ASTM C 91.
- E. Mortar Cement: ASTM C 1329.
- F. Colored Cement Product: Packaged blend made from masonry cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. Colored Portland Cement- Lime Mix :
 - 1) Capital Materials Corporation; Flamingo Color Masonry Cement.
 - 2) Holcim (US) Inc.; Rainbow Mortamix Custom Color Masonry Cement.

CONSTRUCTION DOCUMENTS PACKAGE ISSUED: 27 FEB 2023

- 3) Lafarge North America Inc.; Florida Custom Color Masonry or Magnolia Masonry Cement.
- 2. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
- 3. Pigments shall not exceed 10 percent of masonry cement by weight.
- G. Aggregate for Mortar: ASTM C 144.
 - 1. For mortar that is exposed to view, use washed aggregate consisting of natural river sand.
 - 2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
 - 3. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- H. Aggregate for Grout: ASTM C 404.
 - 1. Cold-Weather Admixture: Products: Subject to compliance with requirements, provide one of the following:
 - a. Euclid Chemical Company (The); Accelguard 80.
 - b. Grace Construction Products, W. R. Grace & Co. Conn.; Morset.
 - c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.
- I. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs, containing integral water repellent by same manufacturer.
 - 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. ACM Chemistries, Inc.; RainBloc for Mortar.
 - b. BASF Aktiengesellschaft; Rheopel Mortar Admixture.
 - c. Grace Construction Products, W. R. Grace & Co. Conn.; Dry-Block Mortar Admixture.
- J. Water: Potable.

2.6 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.
 - 1. ASTM A 706/A 706M, Grade 60 for all rebar to be welded to structural steel. See structural drawings for required areas.
- B. Masonry Joint Reinforcement, General: ASTM A 951.
 - 1. Exterior Walls: Hot-dip galvanized, carbon steel conforming to ASTM A153, Class B2.
 - 2. Interior Walls: Mill galvanized conforming to ASTM A641, Class 1.
 - 3. Wire Size for Side Rods: W1.7 or 0.148-inch diameter.
 - 4. Wire Size for Cross Rods: W1.7 or 0.148-inch diameter.
 - 5. Wire Size for Veneer Ties: W2.8 or 0.188-inch diameter.
 - 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
 - 7. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Ladder type with two side rods (min) not less than 9 gauge at 16" o.c. (See structural drawings for additional requirements).
 - 1. Lap ladder reinforcement 6" min.
 - 2. Provide 9 gauge pre-fabricated tees & prefabricated corners at 16" o.c. at wall intersections & corners, typ.
- D. Masonry Joint Reinforcement for Multiwythe Masonry:
 - 1. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate ties that extend into facing wythe. Ties have two hooks that engage eyes or slots in reinforcement and resist movement perpendicular to wall. Ties extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face.
- E. Masonry Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.188-inch- diameter, hot-dip galvanized, carbon-steel continuous wire.

2.7 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in subsequent paragraphs that are made from materials that comply with subparagraphs below, unless otherwise indicated.
 - 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82; with ASTM A 153/A 153M, Class B-2 coating.
 - 2. Galvanized Steel Sheet: ASTM A 653/A 653M, Commercial Steel, G60 zinc coating.
 - 3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins unless otherwise indicated.
 - 1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M
 - 2. See structural drawings for required masonry anchorage to foundations and roof structure.
- C. Anchor Bolts: Headed steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153/A 153M, Class C; of dimensions indicated.
- D. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.
- E. Brick ties shall consist of tri-rod reinforcing integral with CMU reinforcing or seismic eye and pintel systems at 16" o.c.
- F. Adjustable Anchors for Connecting to Structure: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch-diameter, hot-dip galvanized steel wire.
 - 2. Tie Section for Steel Frame: Triangular-shaped wire tie, sized to extend within 1 inch of masonry face, made from 0.188-inch- diameter, hot-dip galvanized steel wire.

- 3. Connector Section for Concrete: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.053-inch- thick, steel sheet, galvanized after fabrication.
- G. Partition Top anchors: 0.097-inch- thick metal plate with 3/8-inch- diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.

2.8 MISCELLANEOUS ANCHORS

- A. Anchor Bolts: Refer to Division 5 Specification "Structural Steel."
- B. Post installed Anchors: Provide torque-controlled expansion anchors, with capability to sustain, without failure, a load equal to six times the load imposed when installed in solid or grouted unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
 - 1. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 for bolts and nuts; ASTM A 666 or ASTM A 276, Type 304 or 316, for anchors.

2.9 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 - 1. Copper: ASTM B 370, Temper H00 or H01, cold-rolled copper sheet, 10-oz./sq. ft. weight or 0.0135 inch thick for fully concealed flashing; 16-oz./sq. ft. weight or 0.0216 inch thick elsewhere.
 - 2. Fabricate continuous flashings in sections 96 inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
- B. Flexible Flashing: For flashing not exposed to the exterior, use the following, unless otherwise indicated:
 - 1. Copper-Laminated Flashing: 7-oz./sq. ft. copper sheet bonded with asphalt between 2 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
 - a. Products:
 - 1) Advanced Building Products Inc.; Copper Fabric Flashing.
 - 2) AFCO Products Inc.; Copper Fabric.
 - 3) York Manufacturing, Inc.; York Copper Fabric Flashing.
- C. Application: Unless otherwise indicated, use the following:
 - 1. Where flashing is indicated to receive counter flashing, use metal flashing.
 - 2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
 - 3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing with a drip edge, flexible flashing with a metal drip edge.
 - 4. Where flashing is fully concealed, use metal flashing, or, flexible flashing.

CONSTRUCTION DOCUMENTS PACKAGE ISSUED: 27 FEB 2023

- D. Solder and Sealants for Sheet Metal Flashings: As specified in Division 7 Section "Sheet Metal Flashing and Trim."
 - 1. Solder for Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
 - 2. Elastomeric Sealant: ASTM C 920, chemically curing silicone sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- F. Metal Termination Bars: Stainless steel or aluminum bars, approximately 1 by 1/8 inch thick, drilled at 9 inch centers.

2.10 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness required; formulated from neoprene or PVC.
- B. Preformed Expansion Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 or PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit masonry expansion joints.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep/Vent Products: Use the following, unless otherwise indicated:
 - 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch less than depth of outer wythe, in color selected from manufacturer's standard.
 - a. Products:
 - 1) Dayton Superior Corporation, Dur-O-Wal Division; Cell Vents.
 - 2) Heckmann Building Products Inc.; No. 85 Cell Vent.
 - 3) Wire-Bond; Cell Vent.
- E. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells with loops for holding reinforcing bars in center of cells. Units are formed from 0.142-inch steel wire, hot-dip galvanized after fabrication. Provide units with either two loops or four loops as needed for number of bars indicated.
 - 1. Available Products:
 - a. Dayton Superior Corporation, Dur-O-Wal Division; D/A 810, D/A 812 or D/A 817.
 - b. Wire-Bond; O-Ring or Double O-Ring Rebar Positioner.
- F. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.

- 1. Provide one of the following configurations:
 - a. Strips, full-depth of cavity and 10 inches wide, with dovetail shaped notches 7 inches deep that prevent mesh from being clogged with mortar droppings.
- 2. Products:
 - a. Advanced Building Products Inc.; Mortar Break II.
 - b. Dayton Superior Corporation, Dur-O-Wal Division; Polytite MortarStop.
 - c. Mortar Net USA, Ltd.; Mortar Net.
- G. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

2.11 CAVITY-WALL INSULATION

- A. Rigid Cellular Polyisocyanurate Thermal Insulation Board: Masonry Wall Cavity Insulation shall be a rigid board 1 ½" thick, having a minimum compressive strength of 25 psi per ASTM D1621 and an R Value of 9.8 at 75 degrees F. mean temperature and a maximum water vapor transmission rate of <0.3 per ASTM E96 and conform to ASTM C1289 Type I, Class 2. Insulation and shall be furnished in boards 8'-0" long by 1'-4" wide.</p>
- B. Adhesive: Set insulation in tack of bituminous dampproofing or use adhesive type recommended by insulation board manufacturer for application over dampproofing.

2.12 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. Available Manufacturers:
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.

2.13 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Limit cementitious materials in mortar to portland cement and lime.
 - 3. Limit cementitious materials in mortar for exterior masonry to portland cement and lime.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

CONSTRUCTION DOCUMENTS PACKAGE ISSUED: 27 FEB 2023
- C. Mortar for Unit Masonry: Comply with ASTM C 270 BIA and/or Technical Notes 8A, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
 - 1. For masonry below grade or in contact with earth, use Type S.
 - 2. For reinforced masonry, use Type S
 - 3. For mortar parge coats, use Type S or Type N.
 - 4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
 - 5. For interior non-load-bearing partitions, Type O may be used instead of Type N.
- D. Pigmented Mortar:. Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
 - 1. Pigments shall not exceed 10 percent of portland cement by weight.
 - 2. Pigments shall not exceed 5 percent of masonry cement by weight.
 - 3. Mix to match Architect's sample.
- E. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
 - 1. Mix to match Architect's sample.
- F. Grout for Unit Masonry: Comply with ASTM C 476.
 - 1. Use grout of type indicated or, if not otherwise indicated, of type (coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
 - 2. Proportion grout in accordance with ASTM C 476, Table 1, but not less than 2000 psi (14 MPa)].
 - 3. Provide grout with a slump of 8 to 11 inches (203 to 279 mm) as measured according to ASTM C 143/C 143M.

2.14 SOURCE QUALITY CONTROL

- A. Owner may engage a qualified independent testing agency to perform source quality-control testing indicated below:
 - 1. Payment for these services will be made by Owner.
 - 2. Retesting of materials failing to comply with specified requirements shall be done at Contractor's expense.
- B. Clay Masonry Unit Test: For each type of unit furnished, per ASTM C 67.
- C. Concrete Masonry Unit Test: For each type of unit furnished, per ASTM C 140.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
 - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
 - 2. Verify that foundations are within tolerances specified.
 - 3. Verify that reinforcing dowels are properly placed.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
 - 1. Mix units from at least four pallets or cubes as they are placed.
- F. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.
- G. Comply with construction tolerances in ACI 530.1/ASCE 6/TMS 602 and with the following:
 - 1. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
 - 2. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
 - 3. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.

- 4. For exposed bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch. Do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
- 5. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
- 6. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.
- 7. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.
 - 2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
 - 3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 - 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
 - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
 - 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
 - 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
 - 5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
 - 6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
- C. Joints:
 - 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
 - 2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
 - 3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
 - 4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using lessthan-half-size units, particularly at corners, jambs, and, where possible, at other locations.

- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar, unless otherwise indicated.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
- H. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.
- I. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above, unless otherwise indicated.
 - 1. Install compressible filler in joint between top of partition and underside of structure above.
 - Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2inch clearance between end of anchor rod and end of tube. Space anchors 48 inches o.c., unless otherwise indicated.
 - 3. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Division 07 Section "Fire-Resistive Joint Systems."
 - 4. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Division 07 Section "Fire-Resistive Joint Systems."

3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick and concrete masonry units as follows:
 - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
 - 2. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
 - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
 - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint), unless otherwise indicated.

3.6 CAVITY WALLS

- A. Bond wythes of cavity walls together using one of the following methods:
 - a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
 - b. Where bed joints of wythes do not align, use adjustable (two-piece) type reinforcement
 - c. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type reinforcement to allow for differential movement regardless of whether bed joints align.
- B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.
- C. Coat cavity face of backup wythe to comply with Division 7 Section "Bituminous Dampproofing."
- D. Installing Cavity-Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.
 - 1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.7 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
 - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
 - 3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings.
 - a. Reinforcement above is in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, and other special conditions.

CONSTRUCTION DOCUMENTS PACKAGE ISSUED: 27 FEB 2023

3.8 ANCHORING MASONRY TO STRUCTURAL MEMBERS

- A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:
 - 1. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry to structural members with anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

3.9 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to existing concrete masonry backup with masonry-veneer anchors to comply with the following requirements:
 - 1. Fasten screw-attached anchors through dampproofing to concrete masonry backup with metal fasteners of type indicated. Use two fasteners.
 - 2. Embed tie sections in masonry veneer joints. Provide not less than 2 inches of air space between back of masonry veneer and face of insulation.
 - 3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
 - 4. Space anchors as indicated, but not more than 16 inches o.c. vertically and 32 inches o.c. horizontally with not less than 1 anchor for each 3.5 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 36 inches, around perimeter.

3.10 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry using one of the following methods:
 - 1. Fit bond-breaker strips into hollow contour in ends of concrete masonry units on one side of control joint. Fill resultant core with grout and rake out joints in exposed faces for application of sealant.
 - 2. Install preformed control-joint gaskets designed to fit standard sash block.
 - 3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar or rake out joint for application of sealant.
- C. Form expansion joints in brick made from clay or shale as follows:
 - 1. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Division 7 Section "Joint Sealants."
- D. Provide horizontal, pressure-relieving joints by inserting a compressible filler of width required for installing sealant and backer rod specified in Division 7 Section "Joint Sealants," but not less than 3/8 inch.
 - 1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.11 LINTELS

- A. Install lintels where indicated on structural drawings and at all CMU openings indicated on architectural & structural drawings.
- B. Provide one of the following types of lintels:
 - 1. Concrete Lintels: ASTM C 1623, matching CMU's in color, texture, and density classification; and with reinforcing bars indicated on structural drawings. Provide lintels with net-area compressive strength not less than 3,000 psi.
 - 2. Concrete Lintels: Precast or formed-in-place concrete lintels complying with requirements in Division 03 Section "Cast-in-Place Concrete" and with reinforcing bars indicated.
 - 3. Masonry Lintels: Prefabricated or built-in-place masonry lintels made form bond beam CMU's with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured (7 days, min).
 - 4. Precast Concrete U-Lintels: Precast concrete U-lintels, as manufactured by CAST-CRETE Corporation or equivalent. See structural drawings for further requirements.
 - 5. Steel beams as indicated on structural drawings.
- C. Provide minimum bearing of 8 inches at each jamb, unless otherwise indicated on structural drawings.

3.12 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall. Install vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities.
- B. Install flashing as follows, unless otherwise indicated:
 - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 - 2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and through inner wythe to within 1/2 inch of the interior face of wall in exposed masonry. Where interior face of wall is to receive furring or framing, carry flashing completely through inner wythe and turn flashing up approximately 2 inches on interior face.
 - 3. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1-1/2 inches into the inner wythe.
 - 4. At masonry-veneer walls, extend flashing through veneer, across air space behind veneer, and up face of sheathing at least 8 inches and then behind sheathing and on face of studs at least 4 inches with sheathing attached over this portion of flashing.
 - 5. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
 - 6. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal flashing termination.

- 7. Hold flexible flashing 1/2 inch back from outside face of wall during masonry wall construction.
- C. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.
- D. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
 - 1. Use specified weep/vent products to form weep holes.
 - 2. Space weep holes 24 inches o.c., unless otherwise indicated.
- E. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in Part 2 "Miscellaneous Masonry Accessories" Article.

3.13 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other temporary loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours to not more than 60 inches.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent testing and inspecting agency to perform field tests and inspections indicated below and prepare test reports:
 - 1. Payment for these services will be made by Owner.
 - 2. Retesting of materials failing to comply with specified requirements shall be done at Contractor's expense.
- B. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.
- C. Concrete Masonry Unit Test: For each type of unit provided, per ASTM C 140.
- D. Mortar Test (Property Specification): For each mix provided, per ASTM C 780. Test mortar for mortar air content and compressive strength.

E. Grout Test (Compressive Strength): For each mix provided, per ASTM C 1019. A minimum of six specimens shall be tested (3 at 7 days and 3 at 28 days).

3.15 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 - 3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20 or clean masonry with a proprietary non-acidic cleaner applied according to manufacturer's written instructions.
 - 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 7. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.16 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION

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. Cavity-wall insulation.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-testresponse characteristics indicated, 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 FOAM-PLASTIC BOARD INSULATION

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, with maximum flame-spread and smokedeveloped indexes of 75 and 450, respectively, per ASTM E 84.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. DiversiFoam Products.
 - b. Dow Chemical Company (The).
 - c. UC Industries/Owens Corning.
 - d. Tenneco Foam Products.
 - 2. Type VI, 40 psi.

2.3 ACCESSORIES

- A. Ventilation Baffles: Formed plastic.
- B. Tape: Bright aluminum Polyethylene, self-adhering type, mesh reinforced, 2 inch wide.
- C. Insulation Fasteners: Steel impale spindle and clip on flat metal base, self adhering backing, length to suit insulation thickness, capable of securely and rigidly fastening insulation in place.
- B. Wire Mesh: Galvanized steel, hexagonal wire mesh.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation 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. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.2 INSTALLATION OF ABOVE-GRADE 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. Foam-Plastic Board Insulation: Seal joints between units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes sheet metal flashing and trim not provided with roofing systems in the following categories:
 - 1. Manufactured through-wall flashing and counterflashing.
 - 2. Manufactured counterflashing.
 - 3. Formed miscellaneous sheet metal flashings.

1.2 **PERFORMANCE REQUIREMENTS**

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with recommendations of FM Loss Prevention Data Sheet 1-49 for the following wind zone:
 - 1. Wind Zone 2: Wind pressures of 31 to 45 psf (1.48 to 2.15 kPa).
- C. Low-slope membrane roof system metal edge securement, except gutters, shall be designed and installed for wind loads in accordance with Chapter 16 (IBC 2006) and tested for resistance in accordance with ANSI/SPRI ES-1, except the basic wind speed shall be determined from Figure 1609 (IBC 2006).
 - ANSI/SPRI test methods RE-1, RE-2, and RE-3 are acceptable for tested design details, but metal edge fabrications are not required to be certified and metal edge fabrications are not required to be so labeled.

1.3 SUBMITTALS

- A. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- B. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.
- C. Samples of sheet metal rain drainage, flashing, trim, and accessory items, in the specified finish. Where finish involves normal color and texture variations, include Sample sets composed of 2 or more units showing the full range of variations expected.
 - 1. 8-inch- (200-mm-) square Samples of specified sheet materials to be exposed as finished surfaces.
- D. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.5 **PROJECT CONDITIONS**

A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation to provide a leak proof and secure completed installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 SHEET METALS

A. Coil-Coated Galvalume Steel Sheet: Aluminum-Zinc Alloy-Coated, commercial-quality steel sheet conforming to ASTM A 792A, (ASTM A 792M) Class AZ50 coating designation, Grade 40 coil coated with high-performance fluoropolymer coating as specified in "Coil-Coated Steel Sheet Finish" Article; not less than 0.0239 inch (0.6070 mm), unless otherwise indicated.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of the counterflashing lower edge.
 - 1. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 2. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" and FMG Loss Prevention Data Sheet 1-49 for application but not less than thickness of metal being secured.
- B. 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.
- C. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- D. 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 related roofing sections.
- E. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.

2.3 MANUFACTURED SHEET METAL FLASHING AND TRIM

- A. Through-Wall Ribbed Sheet Metal Flashing: Manufacture through-wall sheet metal flashing for embedment in masonry with ribs at 3-inch (75-mm) intervals along length of flashing to provide an integral mortar bond. Manufacture through-wall flashing with snaplock receiver on exterior face to receive counterflashing.
 - 1. Stainless Steel: 0.016 inch (0.40 mm) thick.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cheney Flashing Company; Cheney Flashing (Dovetail).
 - 2) Cheney Flashing Company; Cheney Flashing (Sawtooth).
 - 3) Hohmann & Barnard, Inc.; STF Sawtooth Flashing.
 - Keystone Flashing Company, Inc.; Keystone Three-Way Interlocking Thruwall Flashing.
 - 5) Sandell Manufacturing Company, Inc.; Pre-Formed Metal Flashing.

- B. Reglets: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated.
 - 1. Manufacturers: Subject to compliance with requirements available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Fry Reglet Corporation.
 - b. Heckmann Building Products Inc.
 - c. Hickman, W. P. Company.
 - d. Hohmann & Barnard, Inc.; STF Sawtooth Flashing.
 - e. Sandell Manufacturing Company, Inc.
 - 2. Material: Coil-Coated Galvalume Steel, 24 Gauge Minimum thickness.
 - 3. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
 - 4. Stucco Type: Provide with upturned fastening flange and extension leg of length to match thickness of applied finish materials.
 - 5. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
 - 6. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
 - 7. Accessories:
 - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
 - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.
 - c. Finish: With manufacturer's standard color coating.

2.4 FABRICATION, GENERAL

- A. 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.
- B. 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.
- C. 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.
- D. Seams:

1.Fabricate nonmoving seams in sheet metal accessories with flat-lock seams. 2.Tin edges to be seamed, form seams, and solder.

2.5 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with SMACNA and performance requirements but not less than that listed below for each application and metal.
- B. Exposed Trim: Fabricate from the following material:
 1. Coil-Coated Galvalume Steel: 0.0239 inch (0.6070 mm) thick, 24 gauge.
- C. Counterflashing: Fabricate from the following material:

22023 ORHS WELDING CLASSROOM RENOVATIONS OAK RIDGE. TN

- 1. Coil-Coated Galvalume Steel: 0.0239 inch (0.6070 mm) thick, 24 gauge.
- D. Overflow Scuppers: Fabricate from the following material:
 1. Coil-Coated Galvalume Steel: 0.0239 inch (0.6070 mm) thick, 24 gauge.
- E. Metal Reglets: Fabricate from the following material:
 - 1. Coil-Coated Galvalume Steel: 0.0239 inch (0.6070 mm) thick, 24 gauge.
- F. Gutters: Formed from same material and finish as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Finish gutters to match metal roof panels, roof fascia, rake trim, and downspouts.
 - 1. Provide Box-Style heavy duty hidden hangar bracket gutter supports fabricated from .060 gauge heavy duty aluminum and spaced a maximum of 36" o.c.
- G. Downspouts: Formed from same material and finish as roof panels. Fabricate in 10-foot- (3-m-) long sections, complete with formed elbows and offsets. Finish downspouts to match metal, panels, trim, and gutters.

2.6 COIL-COATED STEEL SHEET FINISH

- A. High-Performance Organic Coating Finish: Apply the following system by coil-coating process on galvalume steel sheet as recommended by coating manufacturers and applicator.
 - 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss.
 - 2. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, provide one of the following:
 - a. Peterson Aluminum Corporation.
 - b. Englert, Inc.
 - c. Berridge Manufacturing Company
 - d. Centria.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal rain drainage, flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install 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. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

- C. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) 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).
- D. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pretinned surface would show in finished Work.
- E. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant. Use joint adhesive for nonmoving joints specified not to be soldered.
- F. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with neoprene or other permanent separation as recommended by manufacturer.
- H. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches (50 mm) and bed with sealant.
- I. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36" o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- J. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

SECTION 07 84 13 - PENETRATION FIRESTOPPING

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 through-penetration firestop systems for penetrations through fireresistance-rated constructions, including both empty openings and openings containing penetrating items.
- B. Related Sections include the following:
 - 1. Division 7 Section "Fire-Resistive Joint Systems."
 - 2. Division 21 Sections specifying fire-suppression piping penetrations.
 - 3. Division 22 Sections specifying piping penetrations.
 - 4. Division 23 Sections specifying duct penetrations.
 - 5. Division 26 Sections specifying cable and conduit penetrations.

1.3 PERFORMANCE REQUIREMENTS

- A. General: For penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.
 - 1. Fire-resistance-rated walls including fire partitions and smoke barriers].
 - 2. Fire-resistance-rated horizontal assemblies.
 - 3. Fire-resistance-rayed floor assemblies
 - 4. Fire-resistance-rated roof assemblies.
- B. Rated Systems: Provide through-penetration firestop systems with the following ratings determined per UL 1479:
 - 1. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.
 - 2. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:
 - a. Penetrations located outside wall cavities.
- C. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.
 - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moistureresistant through-penetration firestop systems.

- 2. For floor penetrations with annular spaces exceeding 4 inches in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved, either by installing floor plates or by other means.
- 3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.
- D. For through-penetration firestop systems exposed to view, provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each through-penetration firestop system, show each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item. Include firestop design designation of qualified testing and inspecting agency that evidences compliance with requirements for each condition indicated.
 - 1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular through-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
- C. Qualification Data: For Installer.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that has been approved by FMG according to FMG 4991, "Approval of Firestop Contractors."
- B. Installation Responsibility: Assign installation of through-penetration firestop systems and fireresistive joint systems in Project to a single qualified installer.
- C. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:
 - 1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life if applicable, qualified testing and inspecting agency's classification marking applicable to Project, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
- C. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined by building inspector, if required by authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the through-penetration firestop systems indicated for each application as required that are produced by one of the following manufacturers:
 - 1. Grace, W. R. & Co. Conn.
 - 2. Hilti, Inc.
 - 3. 3M; Fire Protection Products Division.
 - 4. Tremco; Sealant/Weatherproofing Division.

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.
- B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by qualified testing and inspecting agency for firestop systems indicated. Accessories include, but are not limited to, the following items:
 - 1. Permanent forming/damming/backing materials, including the following:
 - a. Slag-/rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.

- 2. Temporary forming materials.
- 3. Substrate primers.
- 4. Collars.
- 5. Steel sleeves.

2.3 MIXING

A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of work.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with firestop system manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
- B. Priming: Prime substrates where recommended in writing by through-penetration firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

A. General: Install through-penetration firestop systems to comply with Part 1 "Performance Requirements" Article and with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.

- B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for firestop systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Identify through-penetration firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of edge of the firestop systems so that labels will be visible to anyone seeking to remove penetrating items or firestop systems. Use mechanical fasteners for metal labels. For plastic labels, use self-adhering type with adhesives capable of permanently bonding labels to surfaces on which labels are placed and, in combination with label material, will result in partial destruction of label if removal is attempted. Include the following information on labels:
 - 1. The words "Warning Through-Penetration Firestop System Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Through-penetration firestop system designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Through-penetration firestop system manufacturer's name.
 - 6. Installer's name.

3.5 CLEANING AND PROTECTING

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.

END OF SECTION

SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 2. Exterior joints in horizontal traffic surfaces.
 - 3. Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 4. Interior joints in horizontal traffic surfaces.
 - 5. Special Thru-Wall utility penetrations rated and unrated.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and waterresistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

- A. Schedule of sealants including proposed sealant, location, adjacent materials, and space for color selection.
- B. Submit product data for each joint-sealant product indicated including color selection.
- C. Submit compatibility and adhesion test reports for each product submitted.
- D. Submit manufacturer's surface preparation and installation instructions.

1.4 QUALITY ASSURANCE

A. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.

1.5 WARRANTY

- A. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALERS

A. Sealant Manufacturers:

- 1. Dow Corning Corp. of Midland, Michigan.
- 2. GE Silicones of Wilton, Connecticut.
- 3. Pecora Corp, of Harleysville, Pennsylvania.
- 4. Tremco Commercial, of Beachwood, Ohio.
- B. Backer Rod Manufacturers:
 - 1. Industrial Thermo Polymers of Brampton, Ontario.

2.2 MATERIALS

- A. High Performance General Purpose Exterior (Nontraffic) Sealant: Silicone; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single or multi- component.
 - 1. Type: 864 Architectural Silicone manufactured by Pecora Corporation.
 - 2. Color: Colors as selected by Architect.
 - 3. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior nontraffic joints for which no other sealant is indicated.
- B. Special Purpose Traffic Bearing Sealant: Polyurethane, meets Federal Specification TT-S-00227E, Class A, Type 1 and ASTM C920, Grade NS, Class 25, Type M, Use T, two component, chemically curing, self-leveling cold applied elastomeric sealant.
 - 1. Type: NR200 Urexpan manufactured by Pecora Corporation.
 - 2. Applications: Traffic bearing joints in driveways, ramps, sidewalks, terraces and swimming pools.
- C. General Purpose Traffic Bearing Sealant: Polyurethane, ASTM C920, Grade P, Class 25, Use T; single or multi- component.
 - 1. Type: Dynatrol II manufactured by Pecora Corporation.
 - 2. Color: Colors as selected by Architect.
 - 3. Applications: Use for exterior and interior pedestrian and vehicular traffic bearing joints.
- D. General Purpose Exterior (Nontraffic) Sealant: Butyl or polyisobutylene, non-drying, nonskinning, non-curing.
 - 1. Type: BC-158 manufactured by Pecora Corporation.
 - 2. Applications: Use for concealed sealant bead in sheet metal work.
- E. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. Type: AC 20 Plus Silicon manufactured by Pecora Corporation.
 - 2. Color: As selected by Architect.
 - 3. Applications: Use for interior wall and ceiling control joints, joints between door and window frames and wall surfaces, and other interior joints for which no other type of sealant is indicated.
- F. Acoustical Sealant: Butyl or acrylic sealant; ASTM C920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
 - 1. Type: AC-20 Plus Silicone manufactured by Pecora Corporation.
 - Applications: Use for concealed locations only at acoustically rated construction.
 - a. Provide sealant bead between top stud runner and structure and between bottom stud track and floor.

2.3 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Backer rods to be joint-forming, pliable, soft, non-gassing, polyethylene foam by industrial Therma Polymers or equivalent.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.
- D. Protect elements surrounding Work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.
- B. Perform acoustical sealant application work in accordance with ASTM C919.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- D. Seal all penetrations in exterior and foundation walls.
- E. Install continuous backer rods, in conjunction with sealants at exterior locations, as, recommended by the sealant manufacturer for joint and material conditions
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints concave.
- 3.4 CLEANING

A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

A. Protect sealants until cured.

END OF SECTION

SECTION 08 11 13 - 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 include the following:
 - 1. Division 8 Section "Glazing" for glazed lites in standard steel doors frames, doors, and frames.
 - 2. Division 8 Sections for door hardware for standard steel doors.
 - 3. Division 9 painting Sections for field painting standard steel 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: 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:
 - 1. Elevations of each door design.
 - 2. Details of doors, including vertical and horizontal edge details.
 - 3. Frame details for each frame type, including dimensioned profiles.
 - 4. Details and locations of reinforcement and preparations for hardware.
 - 5. Details of each different wall opening condition.
 - 6. Details of anchorages, accessories, joints, and connections.
 - 7. Details of glazing frames and stops showing glazing.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain standard steel doors and frames through one source from a single manufacturer.

- B. Fire-Rated Door, Sidelight, and Transom Frame 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.
- C. Fire-Rated, Borrowed-Light Frame 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, based on testing according to NFPA 257 or UL 9. Label each individual glazed lite.
- 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.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify openings by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating standard steel frames without field measurements. Coordinate wall construction to ensure that actual opening dimensions correspond to established dimensions.

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. Amweld Building Products, LLC.
 - 2. Benchmark Doors; a division of General Products Co., Inc.
 - 3. Ceco Door Products; an ASSA ABLOY Group Company.

- 4. CURRIES Company; an ASSA ABLOY Group Company.
- 5. Kewanee Corporation (The).
- 6. Mesker Door Inc.
- 7. Republic Builders Products Company.
- 8. Steelcraft; an Ingersoll-Rand Company.

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 A40 zinc-iron-alloy (galvannealed) coating designation.
- D. Electrolytic Zinc-Coated Steel Sheet: ASTM A 591/A 591M, Commercial Steel (CS), Class B coating; mill phosphatized.
- E. Supports and Anchors: After fabricating, galvanize units to be built into exterior walls according to ASTM A 153/A 153M, Class B.
- F. Inserts, Bolts, and Fasteners: Provide items to be built into exterior walls, hot-dip galvanized according to ASTM A 153/A 153M.
- G. Powder-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching standard steel door frames of type indicated.
- H. Grout: Comply with Division 4 Section "Unit Masonry Assemblies."
- I. Grout: Comply with ASTM C 476, with a slump of 4 inches for standard steel door frames built into concrete or masonry, as measured according to ASTM C 143/C 143M.
- J. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu. ft. density; with maximum flame-spread and smoke-developed indexes of 25 and 50 respectively; passing ASTM E 136 for combustion characteristics.
- K. Glazing: Comply with requirements in Division 8 Section "Glazing."
- L. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

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: Flush panel.

- 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.
- 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 or inverted 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 Doors: Face sheets fabricated from metallic-coated 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).
- C. Interior Doors: Face sheets fabricated from cold-rolled steel sheet, unless otherwise indicated to comply with exterior door requirements. 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 1 (Full Flush).
- D. 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 Closers, and Concealed Holders: Minimum 0.067 inch thick.
 - 4. All Other Surface-Mounted Hardware: Minimum 0.067 inch thick.
- E. 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 Frames: Fabricated from metallic-coated steel sheet.
 - 1. Fabricate frames with welded face corners and seamless face joints.
 - 2. Frames for Level 3 Steel Doors: 0.067-inch- thick steel sheet.
- C. Interior Frames: Fabricated from cold-rolled steel sheet, unless otherwise indicated to comply with exterior frame requirements.
 - 1. Fabricate frames with mitered or coped and welded face corners and seamless face joints.
 - 2. Frames for Level 3 Steel Doors: 0.053-inch- thick steel sheet.
 - 3. Frames for Wood Doors: 0.053-inch- thick steel sheet.
 - 4. Frames for Borrowed Lights: 0.053-inch- thick steel sheet.

- D. 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 Closers, and Concealed Holders: Minimum 0.067 inch thick.
 - 4. All Other Surface-Mounted Hardware: Minimum 0.067 inch thick.
- E. Supports and Anchors: Fabricated from electrolytic zinc-coated or metallic-coated steel sheet.
- F. Jamb Anchors:
 - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped 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; or wire anchors not less than 0.177 inch thick.
 - 2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
 - 3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inchdiameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- G. Floor Anchors: Formed from same material as frames, not less than 0.042 inch thick, and as follows:
 - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
 - 2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.
- H. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.
- I. Ceiling Struts: Minimum 3/8-inch-thick by 2-inch- wide steel.
- J. Plaster Guards: Formed from same material as frames, not less than 0.016-inch thick.

2.5 STOPS AND MOLDINGS

- A. Moldings for Glazed Lites in Doors: Minimum 0.032 inch thick, fabricated from same material as door face sheet in which they are installed.
- B. Fixed Frame Moldings: Formed integral with standard steel frames, minimum 5/8 inch high, unless otherwise indicated.
- C. Loose Stops for Glazed Lites in Frames: Minimum 0.032 inch thick, fabricated from same material as frames in which they are installed.

2.6 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.
 - 2. Glazed Lites: Factory cut openings in doors.
- 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. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints; fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
 - 3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners, unless otherwise indicated.
 - 4. Plaster Guards: Weld guards to frame at back of hardware mortises in frames installed in concrete or masonry.
 - 5. Where installed in masonry, leave vertical mullions in frames open at top for grouting.
 - 6. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
 - 7. 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. and as follows:
 - 1) Two anchors per jamb up to 60 inches in height.
 - 2) Three anchors per jamb from 60 to 90 inches in height.
 - 3) Four anchors per jamb from 90 to 120 inches in height.
 - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof more than 120 inches in height.
 - b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches in height.
 - 2) Four anchors per jamb from 60 to 90 inches in height.
 - 3) Five anchors per jamb from 90 to 96 inches in height.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof more than 96 inches in height.
 - 5) Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
 - c. 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.
 - 8. 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.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

- D. Hardware Preparation: Factory prepare standard steel doors and frames to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping, according to the Door Hardware Schedule and templates furnished as specified in Division 8 Section "Door Hardware."
 - 1. Reinforce doors and frames to receive nontemplated mortised and surface-mounted door hardware.
 - 2. Comply with applicable requirements in ANSI A250.6 and ANSI/DHI A115 Series specifications for door and frame preparation for hardware. Locate hardware as indicated on Shop Drawings or, if not indicated, according to ANSI A250.8.
- E. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints.
 - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of door or frame.
 - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings such that each glazed lite is capable of being removed independently.
 - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
 - 4. Provide loose stops and moldings on inside of doors and frames.
 - 5. Coordinate rabbet width between fixed and removable stops with type of glazing and type of installation indicated.

2.7 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. Metallic-Coated 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. Steel Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning"; remove dirt, oil, grease, or other contaminants that could impair paint bond. Remove mill scale and rust, if present, from uncoated steel; comply with SSPC-SP 3, "Power Tool Cleaning," or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- D. Factory Priming for Field-Painted Finish: Apply shop primer specified below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mils.
 - 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. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
 - 3. 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, sidelights, transoms, borrowed lights, and other openings, 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. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frames with removable glazing stops located on secure side of opening.
 - d. Install door silencers in frames before grouting.
 - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.

- f. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
- g. Apply bituminous coating to backs of frames that are filled with mortar, grout, and plaster containing antifreezing agents.
- 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor and secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
- 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames.
- 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar as specified in Division 4 Section "Unit Masonry Assemblies."
- 5. Concrete Walls: Solidly fill space between frames and concrete with grout. Install grout in lifts and take precautions, including bracing frames, to ensure that frames are not deformed or damaged by grout forces.
- 6. In-Place Concrete or Masonry Construction: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
- 7. In-Place Gypsum Board Partitions: Secure frames in place with postinstalled expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
- 8. Ceiling Struts: Extend struts vertically from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.
- 9. 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.
- D. Glazing: Comply with installation requirements in Division 8 Section "Glazing" and with standard steel door and frame manufacturer's written instructions.
 - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c., and not more than 2 inches o.c. from each corner.

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
SECTION 09 91 10 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type of finish-coat material indicated in colors requested by Architect9.

1.3 QUALITY ASSURANCE

- A. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.
 - 1. Wall Surfaces: Provide samples on at least 100 sq. ft.
 - 2. Small Areas and Items: Architect will designate items or areas required.
 - 3. Final approval of colors will be from benchmark samples.

1.4 **PROJECT CONDITIONS**

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.5 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
 - 1. Quantity: 3 percent, but not less than 1 gal. or 1 case, as appropriate, of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. PPG Industries, Inc. (Pittsburgh Paints).
 - 2. Duron Paint Manufacturing Company.
 - 3. ICI Dulux Paint Centers (ICI Dulux Paints).

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with 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 that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Chemical Components of Interior Paints and Coatings: Provide products that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions:
 - 1. Flat Paints and Coatings: VOC not more than 50 g/L.
 - 2. Non-Flat Paints and Coatings: VOC not more than 150 g/L.
 - 3. Anticorrosive Coatings: VOC not more than 250 g/L.
 - 4. Varnishes and Sanding Sealers: VOC not more than 350 g/L.
 - 5. Stains: VOC not more than 250 g/L.
 - 6. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 - 7. Restricted Components: Paints and coatings shall not contain acrolein; acrylonitrile; antimony; benzene; butyl benzyl phthalate; cadmium; di (2-ethylhexyl) phthalate; di-n-butyl phthalate; di-n-octyl phthalate; 1,2-dichlorobenzene; diethyl phthalate; dimethyl phthalate; ethylbenzene; formaldehyde; hexavalent chromium; isophorone; lead; mercury; methyl ethyl ketone; methyl isobutyl ketone; methylene chloride; naphthalene; toluene (methylbenzene); 1,1,1-trichloroethane; or vinyl chloride.
- D. Colors: As selected from manufacturers full range.

2.3 INTERIOR FINISH COATS

- A. Interior Ferrous Metal (WATER BASED ACRYLIC SYSTEM):
 - 1. First Coat: PPG Pitt-Tech Waterborne Acrylic Primer 90-712.
 - 2. Second and Third Coats: PPG Pitt-Tech Waterborne Interior/Exterior Acrylic Enamel 90-374 Gloss or 90-474 Satin.
- B. Interior Ferrous Metal (WATER BASED ACRYLIC SYSTEM) (ceiling):

- 1. Spot Prime: PPG Pitt-Tech Waterborne Acrylic Primer 90-712.
- 2. First and Second Coats: PPG 6-7243XI Black Speedhide Super Tech Interior Laytex Dryfog.
- C. Concrete and Masonry (EPOXY FINISH) (per finish schedule):
 - 1. First Coat: PPG Speedhide Latex Masonry Block Filler 6-7 (2 coat min, 3 preferred).
 - 2. Second and Third Coats: PPG Pitt-Tech Waterborne Interior/Exterior Acrylic 90-374 gloss or 90-474 satin.
- D. PVC Pipe and Insulated Pipe Covering (DTM Water Based Acrylic System):
 - 1. First and Second Coats: PPG Pitt-Tech DTM Industrial Enamel 90-374 Gloss or 90-474 Satin.
- E. Gypsum Board (Latex Finish):
 - 1. First Coat: PPG Speedcraft Interior Latex Primer-Sealer White, 5-2.
 - 2. Second and Third Coats: PPG Speedcraft Interior flat latex 5-70 or PPG Speedcraft Interior Eggshell Enamels 5-411.
- F. Exterior Gypsum Board (Epoxy Finish):
 - 1. First Coat: PPG Latex Sealer, 6-2.
 - Second and Third Coats: PPG Pitt-Tech Waterborne Interior/Exterior Acrylic 90-374 gloss or 90-474 satin.
- G. Equipment and other Metal Surfaces:
 - 1. First Coat: PPG Speedhide Rust Inhibitive Steel Primer, 6-208.
 - 2. Second and Third Coats: PPG Speedhide Gloss-Oil Interior/Exterior 6-252 Series.
- H. Ferrous Beams, Joist and Deck:
 - 1. First Coat: (If Not Primed) PPG Speedhide Rust Inhibitive Steel Primer, 6-212.
 - 2. Second and Third Coats: PPG Speedhide Interior Solvent Based Dry Fog, 6-160 Flat, 6-161 Eggshell, or 6-116 Gloss.
 - NOTE: If 100% Coverage is attained with first coat, second coat may be omitted.

2.4 COLORS

- A. Colors shall be selected by the Architect.
- B. A maximum of 12 interior colors of which 3 may be deep-tone colors will be used.
 - 1. Deep-tone colors will be used for 10% maximum surface area.

PART 3 - EXECUTION

3.1 APPLICATION

A. Follow manufacturer's recommendations for preparation and application methods and conditions.

- B. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
- C. 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.
- D. 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 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 and remove temporary masking including dust and adhesive residue.
- E. 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: 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.
 - 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. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
 - c. If transparent finish is required, backprime with spar varnish.
 - d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.
 - e. 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 SSPC's recommendations.
 - a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wirebrush, clean with solvents recommended by paint manufacturer, and touch up with 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.
- F. Material Preparation:

- 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.
- G. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 - 1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 - 3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 - 4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 - 5. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
- H. Sand lightly between each succeeding enamel or varnish coat.
- I. 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. Omit primer over metal surfaces that have been shop primed and touchup painted.
 - 2. 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.
- J. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions. When paint is spray applied, back-roll with roller applicator as recommended by manufacturer.
- K. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- L. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- M. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- N. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by 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.
- O. 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.

- P. 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.
- Q. 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.

3.2 CLEANING AND PROTECTING

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.3 TOUCH-UP AND REPAIR

- A. After initial application, if touch-up or paint repair is required, extend per the following:
 - 1. Opaque Finish Flat: Ensure surface is dust free, touch up immediate area with small, low nap roller. Feather in edges. If touch up area is visible under angular light condition, repaint extents of plane from corner to corner.
 - Opaque Finish eggshell to satin: Touch up immediate area with small, low nap roller. Feather in edges. If touch up area is visible under angular light condition, repaint extents of plane from corner to corner.
 - 3. Opaque Finish Semigloss to gloss: Repaint extents of plane from corner to corner.
 - 4. Transparent Finish: Sand to allow feathering, touch up, sand with 1000 grit or higher sandpaper to blend. If touchup is visible under angular light, sand and refinish

END OF SECTION

OWNER:

OAK RIDGE SCHOOLS 1450 OAK RIDGE TURNPIKE OAK RIDGE, TENNESSEE 37830 PHONE: 865-425-3171 CIVIL:

CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 2704 CHEROKEE FARM WAY KNOXVILLE, TENNESSEE 37920 PHONE: 865-977-9997 ELECTRICAL:

VREELAND ENGINEERS INC. 3100 SUTHERLAND AVE. KNOXVILLE, TENNESSEE 37939 PHONE: 865-637-4451



OAK RIDGE HIGH SCHOOL

RENOVATION

1450 OAK RIDGE TURN PIKE OAK RIDGE, TENNESSEE 37830

CONSTRUCTION DOCUMENTS PROJECT NUMBER: 22023 DATE: 02-27-2023

PROJECT DATA

	TYPE OF CONSTRUCTION:	TYPE II-B, SPRINKLERED	
G WELDING CLASSROOM AT OAK	OCCUPANCY:	GROUP E	
	NUMBER OF STORIES:	1	
	BUILDING AREA:	N/A:	RENOVATION
25-3532	BUILDING HEIGHT:	N/A:	RENOVATION
	OCCUPANT LOAD/FLOOR:		N/A
215-2325	FIRE PROTECTION HOURLY RATING FO COMPONENTS REQUIRED BY THE API <u>0</u> COLUMNS <u>0</u> FLOOR/CEILING <u>0</u> CORRIDORS N/A TENANT SEPARATIONS N/A OCCUPANCY SEPARATI	OR ALL STRUCTURAL COMPONE PLICABLE BUILDING CODE: <u>0</u> BEAMS <u>0</u> ROOF/CEILING N/A SHAFT ENCLOSURES	NTS AND SEPARATION OF HAZARDOUS <u>0</u> WALLS <u>0</u> ROOF COVERING N/A STAIR ENCLOSURE
E 425-3912	SPRINKLER SYSTEM TYPE: STANDPIPE SYSTEM: FIRE/SMOKE ALARM SYSTEM:	NFPA 13 AUTOMATED SPRIN N/A NFPA 72	IKLER SYSTEM
ES JILDING CODE, EXCEPT CH. 11 & 34 CAL CODE	IECC CLIMATE ZONE:	4	
RE CODE	SEISMIC DESIGN CATEGORY:		
ECHANICAL CODE E VERGY CONSERVATION CODE JSABLE BUILDINGS AND FACILITIES CODE	SITE CLASS:		

COOC architecture

2607 Kingston Pike, Suite 5 Knoxville Tennessee, 37919

tel: 865.694.9000 www.copeachitecture.com

SHEET INDEX

SHEET INDEX				
SHEET NUMBER	SHEET NAME	Sheet Issue Date		
01 - GENERAL				
G000	COVER	01/04/17		
G100	GENERAL	01/16/17		
02 - ARCHITECTURAL DEM	MOLITION			
AD101	DEMOLITION FLOOR PLAN	01/17/17		
03 - ARCHITECTURAL				
A101	NEW CONSTRUCTION	01/30/17		
A300	REFLECTED CEILING PLAN	02/22/17		
04 - MECHANICAL				
M100	FLOOR PLAN - HVAC & GAS	02/22/17		
05 - ELECTRICAL				
E101	FLOOR PLAN - LIGHTING	02/22/17		
E102	FLOOR PLAN - POWER	02/22/17		
E103	FLOOR PLAN - COMMUNICATIONS & HVAC WIRING	02/22/17		
E201	LEGEND AND SCHEDULES 02/22/17			
E202	ELECTRICAL DETAILS 02/22/17			





1. 2.	THE CONTRACTOR AND SUB-CONTRACTORS SHALL BE LICENSED BY THE STATE IN WHICH THE PROJECT IS LOCATED. CONTRACTOR SHALL REVIEW ALL FIELD CONDITIONS PRIOR TO THE START OF CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES FROM DIMENSIONS SHOWN, NOTED, OR REQUIRED. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL OBTAIN CLARIFICATION, IN WRITING, FROM	24.	THE CONTRACTOR, HIS SUBCONTRACTORS, AND ALL OTHER PROVIDING WORK OR MATERIALS SHALL PROVIDE AND MAINTAIN COMPLETE WORKMAN'S COMPENSATION, BUILDERS RISK INSURANCE, AND OTHER NECESSARY INSURANCE, PROVIDE CERTIFICATES TO ARCHITECT PRIOR TO COMMENCING WORK. DESIGN ADEQUATE AND SAFELY ERECT BRACING, SHORING, TEMPORARY SUPPORT, ETC. IS THE SOLE RESPONSIBILITY OF THE	HOOL	7830
3.	THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION. THESE DRAWINGS ARE ONE PORTION OF THE CONTRACT DOCUMENTS. AS SUCH, THEY ARE NOT TO BE DIVIDED INTO PARTIAL SETS AND DISTRIBUTED TO DIFFERENT PARTIES/TRADES WITHOUT THE REMAINING PORTIONS OF THE CONTRACT DOCUMENTS. IF PARTIAL SETS ARE DISTRIBUTED BY THE GENERAL CONTRACTOR, THE	25.	CONTRACTOR. THE CONTRACTOR'S PRICES SHALL INCLUDE ALL STATE AND LOCAL TAXES, DELIVERY, AND INSTALLATION COST. THE CONTRACTOR WILL PROVIDE ALL NECESSARY MEASURES TO PROTECT THE WORKERS AND FACILITY OCCUPANTS DURING THE CONSTRUCTION PROCESS.	N SC	TURN F
	GENERAL CONTRACTOR SHALL THEN BE RESPONSIBLE FOR ALL COORDINATION AND FOR ANY ADDITIONAL COSTS RELATED TO THE COORDINATION OR ANY REMEDIATION WORK ARISING FROM THE PARTIAL DISTRIBUTION OF THE CONTRACT DOCUMENTS. THIS PAYMENT SHALL OCCUR AT NO ADDITIONAL COSTS TO THE OWNER, ARCHITECT, OR ANY OF THEIR EMPLOYEES OR CONSULTANTS.	26.	THESE CONSTRUCTION DOCUMENTS INDICATE MATERIALS AND METHODS OF CONSTRUCTION TO SET STANDARDS OF QUALITY AND/OR PERFORMANCE. OTHER MATERIALS AND/OR METHODS SHALL BE CONSIDERED FOR ACCEPTANCE BY THE ARCHITECT ONLY AFTER THE SUCCESSFUL BIDDER IS SELECTED. SUBSTITUTION MUST OFFER A FINANCIAL	E HIG	RIDGE
4.	THE CONTRACTOR SHALL ENSURE ALL WORK DEVELOPED WITHIN THE SCOPE OF WORK SHOWN IN THE DOCUMENTS IS IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CODES LISTED IN THE DRAWINGS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN AGENCY REQUIREMENTS, THE CONTRACTOR SHALL	27.	SAVINGS TO THE PROJECT AND SUBSTITUTION DOES NOT AFFECT THE VISIBLE APPEARANCE INDICATED IN ANY WAY WHATSOEVER. THE CONTRACTOR SHALL WARRANT AND GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR ALL PORTIONS OF THE WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL COMPLETION. ACCEPTANCE BY THE OWNER	RIDG s clas	OAK F RIDGE,
5.	OBSERVE THE MOST STRINGENT AND/OR DISCUSS WITH THE ARCHITECT PRIOR TO PROCEEDING WITH WORK. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, LICENSES, AND APPROVALS PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMIT AND APPROVAL FEES UNLESS SPECIFICALLY	28.	AND SHALL REPAIR OR REPLACE ALL WORK WHICH BECOMES DEFECTIVE, AT NO EXPENSE TO THE OWNER. ALL FIRE-RATED ASSEMBLIES NEED TO BE CONTINUOUS BETWEEN SPACES AND EXTEND TO THE UNDERSIDE OF THE STRUCTURAL DECK AND BE SEALED		1450 OAK F
).	NOTICES AND PAY COSTS OF ALL INCIDENTAL FEES, INCLUDING THE CERTIFICATE OF OCCUPANCY. THE CONTRACTOR SHALL MAINTAIN ADEQUATE PROTECTION OF EXISTING FACILITIES AND ALL HIS WORK FROM DAMAGE AND SHALL PROTECT THE OWNER'S		TIGHTLY WITH NON-COMBUSTIBLE SEALANT. REFER TO INTERIOR WALL TYPE LEGEND FOR TYPICAL WALL TYPES FOR TYPICAL WALL TYPES AND FIRE RATINGS. ALL WALL TYPES SHALL CONFORM TO THE PARTITION LEGEND UNLESS INDICATED OTHERWISE ON FLOOR PLANS, ENLARGED PLANS OR DETAILS	>	
	PROPERTY, ADJACENT PROPERTY, AND PUBLIC PROPERTY FROM DAMAGES. THE CONTRACTOR SHALL MAKE GOOD ANY SUCH DAMAGES OR INJURY AT NO COST TO THE OWNER, ARCHITECT, AND CONSULTANT AND ASSUMES AND BEARS ALL RISKS OF DAMAGES TO OR FAILURE OF THE WORK DURING CONSTRUCTION.	29.	ALL PENETRATIONS OF FIRE RATED WALLS, FLOORS/CEILING ASSEMBLIES, AND ROOF/CEILING ASSEMBLIES BY ELECTRICAL CABLES, CABLE TRAY, ELECTRICAL CONDUIT, MECHANICAL PIPING, PLUMBING PIPING SHALL BE PROTECTED BY THROUGH-PENETRATIONS FIRESTOP SYSTEMS AS TESTED BY		c
	THE WORK SHALL BE NEW, UNUSED, AND OF QUALITY STANDARD TO THE INDUSTRY. INSTALL MATERIALS TO THE MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARDS OF CORRESPONDING TRADES. THE CONTRACTOR SHALL MAKE REQUIRED ADJUSTMENTS TO CONNECTIONS TO	30.	UL 1479 "FIRE TESTING LABORATORIES IN ACCORDANCE WITH (ASTM E 814) UL 1479 "FIRE TESTS OF THROUGH-PENETRATION FIRESTOPS". VERIFY THAT EXISTING PENETRATION IN RATED WALLS MEET REQUIREMENTS. WHERE A DETAIL IS SHOWN OR NOTE IS DESCRIBED FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS EVEN THOUGH NOT		
	EXISTING BUILDING SYSTEM COMPONENTS AS REQUIRED BY ACTUAL FIELD CONDITIONS AND TO NO COST TO THE OWNER OR DESIGN PROFESSIONALS. THE CONTRACTOR IS TO OBTAIN AND PROVIDE SHOP DRAWINGS AND OR MATERIAL SAMPLES OF BUILDING COMPONENTS AS OUTLINED WITHIN THE	31. 32.	SPECIFICALLY NOTED ON THE DRAWINGS. CONTRACTOR SHALL VERIFY AND MAINTAIN ALL THE REQUIRED CLEARANCES AROUND INSTALLED EQUIPMENT. THE CONTRACTOR SHALL COORDINATE AND VERIFY ALL MECHANICAL,		- -)
	SPECIFICATIONS FOR OWNER AND ARCHITECT APPROVAL. THE CONTRACTOR SHALL ALLOW ADEQUATE TIME FOR SUCH REVIEW (2 WEEKS) OR AS OUTLINED IN THE SPECIFICATIONS AND WILL HOLD THE OWNER AND ARCHITECT HARMLESS FOR DELAYS RELATED TO THE REVIEW AND DELIVERY TIMING PROCESS. ALL WORK SHALL COMPLY WITH THE CONSTRUCTION INDUSTRY STANDARDS OF PRACTICES AS SET		PLUMBING, AND ELECTRICAL PORTIONS OF THE WORK THE LOCATIONS OF ALL PIPING, DUCTWORK, TRENCHES, SLEEVES, SPECIAL BOLTING FOR EQUIPMENT, CONDUITS, ETC. PIPE SLEEVES, FRAMED OPENINGS, AND ANY MISC. OPENINGS SHOWN ON ARCHITECTURAL DRAWINGS. THESE OPENINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE ARCHITECT	Q	c. Suite 5
	FOR STANDARDS OF PRACTICE. ACCESS TO THE SITE AND ALL WORK AND DELIVERIES WITHIN OR ADJACENT TO EXISTING FACILITIES IS TO BE COORDINATED WITH THE OWNER. THE CONTRACTOR IS TO MEET WITH THE OWNER AND THE ARCHITECT PRIOR TO STARTING	33.	DETAILS AS REFERENCED ON THE DRAWINGS. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR LOCATIONS OF EQUIPMENT. PROVIDE A CONCRETE HOUSEKEEPING PAD A MINIMUM 4" THICK AND REINFORCED WITH WELDED WIRE FABRIC TO EXTEND A MINIMUM OF 6" BEYOND THE DIMENSIONS OF THE EQUIPMENT		ciates, In ton Pike, S
•	WILL PRESENT, TO THE OWNER AND THE ARCHITECT, THE BUILDING PERMIT AND INSURANCE CERTIFICATES PRIOR TO STARTING CONSTRUCTION. THE GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY TOOLS, LABOR, EQUIPMENT, MATERIALS, AND OTHER REQUIRED SUPPLIES AND SERVICES TO	34.	FOR ALL EQUIPMENT SHOWN. PRE-MANUFACTURED PADS MAY ALSO BE USED FOR EQUIPMENT SMALLER THAN 4'X4' AND WEIGHING LESS THAN 250LBS. ALL WOOD TRIM TO BE MITERED AT INTERSECTIONS AND FREE FROM VISIBLE DEFECTS. SET ALL NAIL HEADS AND FILL WITH APPROPRIATE FILLER AND SAND		cope Asso 607 Kings
	COMPLETE THE WORK IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS OF THE LOCAL GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL OPERATIONS ARE CARRIED OUT IN CONFORMANCE WITH ALL APPLICABLE STATE AND FEDERAL CODES, STATUTES AND REGULATIONS CONCERNING, BUT NOT LIMITED TO, THE PROTECTION OF LIFE AND	35.	SMOOTH BEFORE PAINTING AND FINISHING. ALL FASTENERS AND ATTACHMENTS SHALL BE FULLY CONCEALED FROM VIEW, AND SHALL BE NON-CORROSIVE SUITABLE FOR THE MATERIAL INVOLVED. FASTENERS CAUSING STAINS OR DISCOLORATION OF FINISHED SURFACE WILL BE CAUSE FOR REPLACEMENT AT NO COST TO THE OWNER.		<i>א</i> 0
2. 3.	PROPERTY. GENERAL CONTRACTOR SHALL COORDINATE AND MANAGE ALL TRADES AND ASPECTS OF THE WORK AS DESCRIBED IN THE CONTRACT DOCUMENTS. GENERAL CONTRACTOR SHALL RETAIN ONE SET OF PLANS IN GOOD CONDITION TO NOTE AND DOCUMENT ALL CHANGES DURING CONSTRUCTION. THIS SET OF PLANS	36. 37.	DIMENSIONED OPENINGS IN MASONRY WALLS ARE TO BE CONSIDERED MASONRY OPENINGS UNLESS NOTED OTHERWISE. DIMENSIONED OPENINGS IN STUD WALLS ARE TO BE CONSIDERED ROUGH OPENINGS (OUTSIDE OF FRAME TO OUTSIDE OF FRAME), UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING		
4.	SHALL BE RETURNED TO THE OWNER AS PART OF THE REQUIRED CLOSE-OUT PACKAGE. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE GENERAL CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONDITION AT THE JOB SITE INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE	38. 39.	DETAILS AND SCHEDULED OPENING SIZES. COLUMN LINE DIMENSIONS ARE TO THE CENTERLINE OF STRUCTURAL STEEL UNLESS NOTED OTHERWISE. ALL DISSIMILAR METALS SHALL BE ISOLATED FROM EACH OTHER TO AVOID GALVANTIC CORROSION		
	PERFORMANCE OF THE WORK. THE REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL INCLUDE, BUT NOT BE LIMITED TO, MAINTAINING ALL BARRICADES, WARNING SIGNS, FLASHING LIGHTS, AND TRAFFIC CONTROL DEVICES DURING CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND SAFETY REQUIREMENTS.	40. 41.	A FINISH INDICATION ON A WALL SHALL MEAN THE ENTIRE LENGTH AND HEIGHT OF WALL IS TO BE FINISHED OR FIRE-RATED AS INDICATED PROVIDED EXPANSION AND CONTROL JOINTS INSTALL WORK AS PER PRODUCT MANUFACTURE'S STANDARDS.		
5. 6.	THE CONTRACTOR SHALL KEEP THE PROJECT WORK IN A CLEAN AND ORDERLY FASHION AT ALL TIMES DURING CONSTRUCTION, LEAVE ALL WORK AREAS AND FINISHED SPACES "BROOM CLEAN" DAILY. ALL RATED ASSEMBLIES MUST BE INSTALLED IN ACCORDANCE WITH THE MOST				
	CURRENT REQUIREMENTS OF THE TESTING AGENCY NOTED IN THE CONTRACT DOCUMENTS. ALL ASSEMBLIES SHALL BE INSTALLED AND COORDINATED WITH ALL DISCIPLINES AS OUTLINED IN THE APPLICABLE TESTING AGENCY DETAILS AS CALLED OUT IN THE LIFE SAFETY DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE OWNER'S REPRESENTATIVE BEFORE			This drawing is th	e property o
7.	CONTINUING CONSTRUCTION. ALL FIRE-RATED ASSEMBLIES NEED TO BE CONTINUOUS BETWEEN SPACES. ASSEMBLY AND INSTALLATION OF ALL SPECIFIED COMPONENTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION AND INDUSTRY STANDARDS.			to be reproduced written authorizatio is intended to be u project and site identified. All desi	d without prid on. This draw sed only for specifically an information
).	DRAWINGS FOR CLARITY. ALL PENETRATIONS THROUGH NEW OR EXISTING WALLS SHALL BE MADE CLEANLY AND SEALED AS REQUIRED TO MEET THE FIRE, SMOKE OR SOUND RATING REQUIREMENTS AS OUTLINED WITHIN THE DRAWINGS AND SPECIFICATIONS.			are the copyrig ASSOCIATES, It REVISIO	pht of COPE NC. © 2020 DNS
7.	PROVIDE FIRE RETARDANT TREATED WOOD BLOCKING (2X6 NOM. OR 16 GA STEEL PLATE UNLESS NOTED OTHERWISE), FOR ALL WALL MOUNTED RAILINGS, MILLWORK, SHELVES, EQUIPMENT, COAT RODS, ETC.). PROVIDE GROUNDS FOR ALL ACCESSORIES, EQUIPMENT, AND DEVICES SPECIFIED UNDER THE CONTRACT AND AS INDICATED FOR INSTALLATION OF EQUIPMENT BY OTHERS OR DEFINED AS TO BE			NO. DATE	DESCRIPTION
). I.	PROVIDED BY THE OWNER. ALL DIMENSIONS ON THE FLOOR PLAN ARE FROM FACE OF STUD, FACE OF MASONRY, OR FACE OF CONCRETE UNLESS NOTED OTHERWISE. DIMENSIONS NOTED AS "CLEAR" SHALL BE FROM FINISHED MATERIAL FACE TO				
<u>)</u> .	FINISHED MATERIAL FACE. ALL WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE DIMENSIONS. TYPICAL DOORS SHALL BE LOCATED 4" FROM NEAREST FINISHED FACE OF WALL OR FINISHED CORNER TO OUTSIDE FACE OF JAMB UNLESS NOTED OTHERWISE.			DATE:	02-27-20
	 A. VERTICAL CONTROL JOINTS FOR ANY GWB WALL LENGTH ARE TO OCCUR AT NO MORE THAN 30'-0" O.C. (900 SQ. FT. MAX) IN THE HORIZONTAL DIRECTION UNLESS NOTED OTHERWISE. PROVIDE SHOP DRAWING, SHOWING LOCATION FOR ARCHITECT APPROVAL. 			WILLER J. L	UDA
	 B. HORIZONTAL CONTROL JOINTS FOR ANY GWC CEILINGS ARE TO OCCUR AT NO MORE THAN 30'-0" O.C. (900 SQ. FT. MAX) IN THE HORIZONTAL DIRECTION UNLESS NOTED OTHERWISE. PROVIDE SHOP DRAWING SHOWING LOCATION FOR ARCHITECT APPROVAL. C. THE TYPICAL MOVEMENT OF THE STRUCTURE DUE TO DEFLECTION AT THE UNDERLOY OF THE STRUCTURE DUE TO DEFLECTION AT THE 			REGIO	N 20
4.	HEAD OF THE WALL CONSTRUCTION RUNNING TO THE UNDERSIDE OF THE STRUCTURE SHALL BE PLUS OR MINUS ½" FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS, AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS			0010	32. Chi
	 OR STENCILING. SUCH IDENTIFICATION SHALL : A. BE LOCATED IN ACCESSIBLE CONCEALED FLOOR, FLOOR -CEILING, OR ATTIC SPACE. B. BE LOCATED WITHIN 15 FEET OF THE END OF EACH WALL AND AT INTERVALS NOT EXCEEDING 20 EEET AT ASUBED HODIZONIZATIVE ALONG THE WALL OF 			DWG NO.	^
	PARTITION; AND C. INCLUDE LETTERING NOT LESS THAN 3 INCH IN HEIGHT WITH A MINIMUM 3/8" STROKE IN A CONTRASTING COLOR INCORPORATING THE SUGGESTED WORKING, "FIRE AND/OR SMOKE RAPPIER - PROTECT ALL OPENINGS" OP			GI	UU
	OTHER WORDING.			PRUJEGT NU.	22

WALL RATING LEGEND

EXISTING 1 HOUR RATED WALL EXISTING SMOKE PARTITION NEW 1 HOUR RATED WALL NEW SMOKE PARTITION WALL PARTITION -MASONRY- NR NR - NOT RATED REFER TO G100 FOR WALL PARTITION TYPES AND ASSEMBLY



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TOOTH IN NEW BRICK VENEER TO MATCH EXISTING





		G PLAN LEGEND	
	•	SPRINKLER HEAD	
		EMERGENCY LIGHT UNIT	OVA: 3783
		COMBINATION EXIT LIGHT	
		INDICATE TRAVEL DIRECTION	
		WALL MOUNTED	USA √ų
	(\mathbf{s})	SMOKE DETECTOR	AK F AK R
	<u>O</u> S	OCCUPANCY SENSOR	
		EXTERIOR WALL MOUNTED LIGHT FIXTURE	
		2X4 LED FIXTURE	00 Itecture com
		2X2 LED FIXTURE	L L C 865.694.90
BY IHE		1X4 CEILING LIGHT	
	0	8" RECESSED CAN LIGHT	
		HVAC SUPPLY DIFFUSER	i, Suite
			ciates, ion Pike
OCATION BY THE		ITVAC N/A GRILL	e Asso
		EXHAUST FAN	Cop 2607 Kno
	CEILING NOTES 1. LIGHT FIXTURE LOCATED ON CONFLICT WIT SHALL CONSU DIMENSIONS. 2. LIGHT FIXTURE	S DIFFUSERS, GRILLES, AND OTHER EQUIPMENT ARE THE REFLECTED CEILING PLAN. IF LOCATIONS TH STRUCTURAL COMPONENTS, THE CONTRACTOR ILT THE ARCHITECT PRIOR TO REVISING	This drawing is the property of COPE ASSOCIATES, INC and is not to be reproduced without prior written authorization. This drawing is intended to be used only for the project and site specifically
	ELEMENTS ARE SOFFIT UNLESS 3. REFER TO MEC SIZES AND SPE GRILLES, AND 4. CENTER ALL SI HARD CEILINC U.N.O. 5. FIELD COORD ARCHITECT OI 6. CENTER EXIT S	E TO BE CENTERED IN GYPSUM CEILING, PANEL OR S NOTED OTHERWISE. CHANICAL AND ELECTRICAL PLANS FOR EXACT SCIFICATIONS OF LIGHT FIXTURES DIFFUSERS, OTHER EQUIPMENT. JRFACE MOUNTED LIGHT FIXTURES IN ROOMS WITH GS IN CLEAR DIMENSION OF EACH DIRECTION MINATE PLENUM SPACE AS REQUIRED AND NOTIFY F VARIATION. IGNS OVER DOOR FRAMES U.N.O.	identified. All design information are the copyright of COPE ASSOCIATES, INC. © 2020 REVISIONS NO. DATE DESCRIPTION Image: state sta

FULL SHEET SIZE: 24"X36"

22023

A300

DWG NO.

PROJECT NO.

DEDICATED OUTSIDE AIR UNIT (DOAS) SCHEDULE

_				-			_			
			EXTERNAL	MIN. SUPPLY FAN HP	COOLING COIL GAS FURNACE					JRNACE
	MARK	CFM	STATIC PRESS. (INCHES W.G.)		SENSIBLE (MBH)	TOTAL (MBH)	ENT. AIR °F DB/WB	LVG. AIR °F DB/WB	MBH IN	MBH our
	1	5,700	1.0	5.0	285.6	543.1	95.0/78.0	50.0/49.8	700.0	560.0

- (1) RATINGS FOR 460V-3 PHASE; VERIFY VOLTAGE BEFORE ORDERING EQUIPMENT
- (2) SMOKE DETECTORS SHALL BE INSTALLED AS PER NFPA, THE INTERNATIONAL MECHANICAL CODE & THIS SCHEDULE. SMOKE DETECTORS SHALL BE FURNISHED BY ELECTRICAL CONTRACTOR & INSTALLED BY MECHANICAL CONTRACTOR
- (3) SMOKE DETECTORS IN THE SUPPLY DUCT SHALL BE LOCATED DOWNSTREAM OF THE FILTERS & UPSTREAM OF ANY BRANCH CONNECTION
- (4) PROVIDE MODULATING HOT GAS REHEAT, TWO DIGITAL SCROLL COMPRESSORS, AND CASING WITH 2" POLYISOCYANURATE FOAM INSULATION
- (5) PROVIDE MOTORIZED RETURN AIR DAMPER; UNIT SHALL RECIRCULATE AIRFLOW WITH 10% OUTSIDE WHILE FUME CAPTURE SYSTEM IS OFF
 - (6) PROVIDE MODULATING STAINLESS STEEL GAS FURNACE WITH 20:1 TURNDOWN
 - (7) PROVIDE 24" CURB SO DUCT ROUTING WON'T BLOCK EQUIPMENT ACCESS
 - (8) PROVIDE WALL-MOUNTED TEMPERATURE AND HUMIDITY SENSOR WITH MANUAL OVERRIDE CONTROLS; INTEGRATE WITH EXISTING CENTRAL CONTROL SYSTEM

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CAP DUCT

CONNECTION

HVAC SPECIFICATIONS

- 1. FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL A COMPLETE HEATING AND COOLING SYSTEM AS INDICATED AND SPECIFIED ON THE DRAWINGS.
- 2. WORK SHALL COMPLY WITH IMC. NFPA. ALL APPLICABLE LAWS. ORDINANCES & CODES OF THE STATE OF TENNESSEE, LOCAL AUTHORITIES HAVING JURISDICTION AND WITH APPLICABLE RULES & REGULATIONS.
- 3. OBTAIN ALL PERMITS & INSPECTIONS REQUIRED FOR THE COMPLETION OF THE WORK & PAY ALL FEES & COSTS IN CONNECTION THEREWITH.
- 4. THE MECHANICAL DRAWINGS ARE GENERALLY DIAGRAMMATIC AND UNLESS SPECIFICALLY DIMENSIONED, THE LOCATIONS OF DUCTWORK AND EQUIPMENT AND THE ROUTING OF DUCTWORK IS APPROXIMATE ONLY AND SHALL NOT BE SCALED FROM THE MECHANICAL DRAWINGS.
- 5. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- 6. SUBMIT TO THE ARCHITECT FOR APPROVAL, 10 DAYS AFTER RECEIPT OF NOTICE TO PROCEED WITH THE WORK, A COMPLETE LIST OF MATERIALS, EQUIPMENT AND ACCESSORIES PROPOSED FOR USE, INCLUDING COMPLETE DESCRIPTIONS AND SPECIFICATIONS OF ANY PROPOSED SUBSTITUTIONS, MANUFACTURER'S SHOP DRAWINGS, ROUGHING-IN DRAWINGS, AND ANY OTHER INFORMATION REQUIRED FOR THE PROPER INSTALLATION OF THE WORK. SUBMITTALS SHALL BE IN PDF FORMAT (NO PAPER COPIES).
- 7. ALL DUCTWORK SHALL BE GALVANIZED STEEL FABRICATED ACCORDING TO SMACNA DETAILS. DUCTS SHALL BE SIZE INDICATED ON DRAWINGS (NET INSIDE DIMENSIONS), RIGIDLY BRACED, ADEQUATELY SUPPORTED & SECURELY FASTENED IN PLACE.
- 8. ALL ROUND DUCTWORK AND FITTINGS EXPOSED IN FINISHED SPACES SHALL BE McGILL AIRFLOW UNI-SEAL, SEMCO, OR EQUAL, SINGLE WALL, SPIRAL LOCKSEAM DUCT. ALL TAGS AND OTHER MARKINGS SHALL BE THOROUGHLY REMOVED.
- 9. ALL EXPOSED DUCTWORK SHALL BE CLEANED PRIOR TO PAINTING IN STRICT ACCORDANCE WITH THE DTM (DIRECT TO METAL) PAINT MANUFACTURERS RECOMMENDATIONS. ALL TAGS AND OTHER MARKINGS SHALL BE THOROUGHLY REMOVED FROM ALL EXPOSED DUCTWORK PRIOR TO PAINTING.
- 10. INSTALL SINGLE WALL TURNING VANES AT RIGHT ANGLES AND SMALL RADIUS TURNS IN DUCTS. MAKE REDUCTIONS IN DUCT SIZE WITH TAPERED TRANSITION PIECES. TRANSITIONS FOR CONNECTIONS TO EQUIPMENT SHALL BE DESIGNED TO SUIT CONDITIONS AND SO THAT AIR FLOW IS NOT RESTRICTED.
- 11. INSULATE ALL SUPPLY AND RETURN AIR DUCTWORK LOCATED OUTSIDE THE BUILDING WITH 2" THICK (R-8) ELASTOMERIC INSULATION. COVER THE INSULATION WITH POLYGUARD ALUMAGUARD 60, SELF-ADHESIVE, WEATHER AND VAPOR BARRIER JACKET. THE VAPOR BARRIER JACKET SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE INSTRUCTIONS OF THE MANUFACTURER AND SHALL BE WATERTIGHT.
- 12. GRILLES AND CEILING OUTLETS SHALL BE PRICE, OR EQUAL, STEEL CONSTRUCTION WITH ELECTRO-DEPOSITION PAINTED FINISH, SIZE SHOWN ON THE DRAWINGS AND SCHEDULED AS FOLLOWS.
- SG SUPPLY GRILLE, PRICE MODEL 520-FL, DOUBLE DEFLECTION SIDEWALL SUPPLY GRILLE, 3/4" SPACING WITH OPPOSED BLADE DAMPER.
- RETURN GRILLE, PRICE MODEL 530-FL, SURFACE MOUNT, 45° DEFLECTION, RG $\frac{3}{4}$ " BLADE SPACING, ALL FRONT BARS HORIZONTAL, WITH OPPOSED BLADE DAMPER.
- EG EXHAUST GRILLE, PRICE MODEL 530-FL, SURFACE MOUNT, 45° DEFLECTION, ³/₄" BLADE SPACING, ALL FRONT BARS HORIZONTAL, WITH OPPOSED BLADE DAMPER.
- 13. VISIBLE INTERIOR PORTIONS OF DUCTS AT GRILLES AND REGISTERS SHALL BE GIVEN A COAT OF FLAT BLACK PAINT BEFORE GRILLES AND REGISTERS ARE INSTALLED ..
- 14. INSTALLATION OF GAS PIPING SHALL COMPLY WITH THE LOCAL UTILITY CO., INTERNATIONAL GAS CODE, NFPA AND ALL OTHER AGENCIES HAVING JURISDICTION. ABOVE GROUND PIPING SHALL BE SCHEDULE 40 BLACK STEEL ASSEMBLED WITH MALLEABLE IRON FITTINGS & GROUND JOINT UNIONS. GAS PIPING AT EACH APPLIANCE SHALL HAVE DIRT LEG & AND AGA GAS COCK. PAINT ALL GAS PIPING ON THE EXTERIOR AND INTERIOR OF THE BUILDING WITH TWO COATS OF CAUTION YELLOW PAINT.
- 15. WHEN THE INSTALLATION IS COMPLETE, IT SHALL BE RUN & ADJUSTED BY THE CONTRACTOR. ANY EXCESSIVE NOISE OR VIBRATION SHALL BE CORRECTED.
- 16. SUBMIT WRITTEN AIR BALANCE REPORT TO THE ARCHITECT A MINIMUM OF 10 DAYS PRIOR TO THE FINAL INSPECTION. THE AIR BALANCE CONTRACTOR SHALL BE AABC OR NEBB CERTIFIED.
- 17. THE CONTRACTOR SHALL INSTRUCT THE OWNER IN THE OPERATION OF EQUIPMENT & PROVIDE THE OWNER WITH A COMPLETE SET OF OPERATING INSTRUCTIONS FOR EQUIPMENT INSTALLED UNDER HIS CONTRACT.
- 18. THE WORK SHALL BE GUARANTEED AGAINST ALL DEFECTIVE MATERIALS & EQUIPMENT FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE. THE CONTRACTOR SHALL MAKE ALL NECESSARY CORRECTIONS WITHOUT COST TO THE OWNER.



FULL SHEET SIZE: 24"X36"

ORHS Welding Shop Renovation - Floor Plan - Lighting.dwg M.R.M. 02/02/23 8:45 AM HD22274(HD)



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	000	Cope Associates, Inc. Let: 865.694.9000 2607 Kingston Pike, Suite 5 tel: 865.694.9000 Xnoxville, Tennessee 37919 tel: 865.694.9000
		FLOOR PLAN - LIGHTING
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MPERE ISTING DM(S). REPLACE	AGR	E DAVINE CULTURE 272-23 022989 5 TENNESSE
Vreeland Engineers Inc. 3107 Sutherland Ave. P.O. Box 10648 Knoxville, TN 37939 865-637-4451 1-800-362-9789 vreelandengineers.com	DWG NO.	01

1.	REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATIONS OF ALL LIGHTING FIXTURES.
2.	"NL" BY LIGHTING FIXTURE INDICATES FIXTURE TO BE UNSWITCHED "NIGHT LIGHT".

LIGHTING NOTES:

- 3. EXIT SIGNS AND DESIGNATED EMERGENCY LIGHTS SHALL BE CONNECTED TO BE UNSWITCHED AS INDICATED ON DRAWINGS.
- 4. REMOVE ALL EXISTING LIGHTING FIXTURES, LIGHTING CONTROLS, BRANCH WIRING, ETC. SERVING RENOVATION AREA AND REPLACE WITH NEW LIGHTING FIXTURES, LIGHTING CONTROLS, BRANCH WIRING, ETC. EXISTING CONDUIT AND BOXES MAY BE REUSED WHERE PRACTICABLE TO ACHIEVE NEW LAYOUT SHOWN. OTHERWISE, PROVIDE NEW WIRING AS SHOWN.
- 5. RECONNECT TO EXISTING 277-VOLT, 20 AMPERE CORRIDOR EMERGENCY LIGHTING CIRCUIT E1H1-3.
- 6. RECONNECT TO NORMAL POWER 277-VOLT, 20 AMPERE LIGHTING CIRCUIT SERVING THIS AREA FROM EXISTING PANEL H1H2, CIRCUIT 9.
- 7. RECONNECT EXISTING LIGHTING IN STORAGE ROOM(S).
- 8. "RP" BY EXIT SIGN INDICATES CONTRACTOR TO REPLACE EXISTING SIGN WITH NEW EXIT SIGN.

FULL SHEET SIZE: 24"X36"

ORHS Welding Shop Renovation - Floor Plan - Power.dwg M.R.M. 02/02/23 9:03 AM HD22274(HD)





POWER NOTES:

- . MAINTAIN EXISTING POWER FEEDS FROM 800 AMPERE, 480/277V PANEL DPHW WHICH SERVES WELDING CUBICLES IN THIS AREA PRESENTLY. RELOCATE EXISTING DISCONNECT SWITCHES, RECEPTACLES, ETC. AND ASSOCIATED WIRING REQUIRED TO SERVE RENOVATED WELDING CUBICLE ARRANGEMENT.
- . ELECTRICAL CONTRACTOR SHALL RELOCATE EXISTING MAIN POWER FEEDS FROM 800 AMPERE, 480/277V PANEL DPHW TO NEW LOCATIONS OF NINE (9) WELDING BOOTHS WHERE INDICATED ON THIS PLAN. WIRING RELOCATION WORK SHALL INCLUDE, BUT NOT BE LIMITED TO RE-ROUTING OF EXISTING FEEDER WIRING FROM PANEL DPHW, RELOCATION OF EXISTING DISCONNECT SWITCHES AND RECEPTACLES TO NEW LOCATIONS OF WELDING CUBICLES, ALONG WITH ALL ASSOCIATED BRANCH WIRING MODIFICATIONS, ETC.
- . PROVIDE NEW WIRING FOR THREE NEW WELDING BOOTHS INDICATED. SEE FEEDER DIAGRAM FOR ADDITIONAL INFORMATION.
- H. REMOVE ALL BRANCH WIRING, DEVICES, ETC. FROM CLASSROOM AND STORAGE ROOM WALLS BEING REMOVED. CONTRACTOR SHALL UTILIZE 120-VOLT, 20 AMPERE CIRCUITS L1H2-4 AND L1H2-6 WHICH PRESENTLY SERVES THE DEMOLITION AREA TO SERVE NEW DEVICES TO BE PROVIDED IN RENOVATED WELDING SHOP. FOR THE PURPOSES OF ESTIMATION, CONTRACTOR SHALL ASSUME THAT TEN (10) NEW 120-VOLT, 20 AMPERE GFCI DUPLEX RECEPTACLES WILL BE PROVIDED IN RECONFIGURED WELDING SHOP BY ELECTRICAL CONTRACTOR. EXACT LOCATIONS OF THESE DEVICES WILL BE AS DIRECTED BY OWNER IN FIELD. ASSUME THAT FIVE (5) EACH GFCI DUPLEX RECEPTACLES WILL BE PROVIDED ON AVAILABLE CIRCUITS L1H2-4 AND L1H2-6.
- RECESSED OUTLET BOXES ON OPPOSITE SIDES OF FIRE RATED PARTITIONS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF AT LEAST 24 INCHES.





COMMUNICATIONS/HVAC WIRING NOTES:

- RECESSED OUTLET BOXES ON OPPOSITE SIDES OF FIRE RATED PARTITIONS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF AT LEAST 24 INCHES.
- PRIOR TO BEGINNING CONDUIT INSTALLATION FOR HVAC/PLUMBING EQUIPMENT ELECTRICAL CONTRACTOR SHALL CONFIRM WITH MECHANICAL/PLUMBING CONTRACTOR THE VOLTAGES FOR ALL HVAC/PLUMBING EQUIPMENT REQUIRING ELECTRICAL SERVICE. ELECTRICAL CONTRACTOR SHALL CALL ANY DISCREPANCIES BETWEEN ELECTRICAL DRAWINGS AND VOLTAGE INFORMATION PROVIDED BY MECHANICAL/PLUMBING CONTRACTOR TO THE ATTENTION OF ENGINEER PRIOR TO PROCEEDING WITH WORK.
- CONFIRM EXACT ROUGH-IN LOCATIONS FOR ALL HVAC/PLUMBING EQUIPMENT WITH MECHANICAL/PLUMBING CONTRACTOR PRIOR TO INSTALLATION OF CONDUIT.
- CONTRACTOR SHALL REMOVE ALL COMMUNICATIONS DEVICES, WIRING, EQUIPMENT, ETC. FROM WELDING CLASSROOM BEING DEMOLISHED. COORDINATE REMOVAL OF ALL DEVICES, WIRING, ETC. WITH OWNER'S IT STAFF AND OWNER'S SYSTEM VENDOR(S) FOR FIRE ALARM, SECURITY, INTERCOM, ACCESS CONTROL, DATA/VOICE, ETC. CONFIRM REQUIREMENTS IN FIELD AND WITH OWNER'S IT STAFF AND VENDOR(S). MAINTAIN OR RELOCATE EXISTING COMMUNICATIONS DEVICES IN EXPANDED WELDING SHOP AS REQUIRED.

FIFCTRICAT CDFCIFICATION	IS LIGHTING FIXTURE SCHEDULE
 LELECTIVICAL STEUCTIVICAL STEUCTIVICATION SCOPE: FURNISH PLANT, LABOR, MATERIAL, SERVICES, AND EQUIPMENT NECE REASONABLY INCIDENTAL TO THE INSTALLATION OF ELECTRICAL FACILITIES S DRAWINGS AND CALLED FOR HEREINATER. CODES AND PERMITS: SECURE NECESSARY PERMITS, PAY NECESSARY FEES, C APPLICABLE LOCAL, STATE, AND NATIONAL CODES. POWER SERVICE: POWER SERVICE FOR THE RENOVATION AREA SHALL B EXISTING BUILDING POWER DISTRIBUTION SYSTEM AS INDICATED ON DRAWINGS. WIRING METHODS: ALL NEW LINE VOLTAGE POWER WIRING REQUIRED ON SHALL BE INSTALED IN COMDUT. UTILIZE ELECTRIC-METALLIC TUBING OVERHEAD WIRING INSIDE THE BUILDING FOR DUT. ACCORDANCE ELECTRICAL CODE REQUIREMENTS. WHERE CONDUTT IS INSTALLED EMPOSED THE WIRING METHODS: ALL NEW LINE VOLTAGE POWER WIRING REQUIRED ON SHALL BE INSTALLED IN COMDUT. UTILIZE ELECTRICAL RECORDSTED THE WIRING METHODS: ALL NEW LINE VOLTAGE POWER WIRING REQUIRED ON SHALL BE INSTALLED IN CONDUIT. UTILIZE ELECTRICAL RECORDSTED THE WIRING METHODS: ALL NEW LINE VOLTAGE POWER WIRING RECOURDSTED THE WIRING METHODS: ALL NEW LINE VOLTAGE POWER WIRING RECORDSTED THE WIRING METHODS: ALL NEW LINE VOLTAGE POWER WIRING RECORDSTED THE WIRING METHODS: ALL DE INSTALLED EMPOSED CONDULT IS ONDUIT WILL BE FERMISSIBLE IN MECHANICAL ROWS, ELECTRICAL ROOMS, ALL OCONDUIT INSTALLATION SHALL BE DONE IN A NEAT AND WORKMA PARALLEL OR PERPRISOLULAR TO BUILDING STRUCTURAL ELEVENTS. ALL C WITH "THHN/THWN INSULATION, RATED 600-WOLTS, AC. COLOR CODE C WITH THHN/THWN INSULATION, RATED 600-WOLTS, COLOR CODE C WITH STHUCKS: FURNISHE FOR FINAL CONDECTIONS TO LAY-IN LIGHTING FIXTURE SHALL BE PREMISSIBLE FOR FINAL CONNECTIONS TO LAY-IN LIGHTING FIXTURE SHALL BE PREMISSIBLE FOR FINAL COMPLETE SHALL BE UNDAL TO UNITS WHERE INDICATION ON DRAWINGS. THESE WIRING BERNITED. LIGHTING VICTORES TO LIGHTING VILTURE SCHEDULE FOR REQUIREMENTS ON THE VILTONS SAND AC ADDELE WITH LAMPS. REFER TO LIGHTING FIXTURES SHOW COMPLETE WITH LAMPS. REFER TO LIGHTING FIXTURES SHOW C	No. TILLUMINATION MOUNTING SSARY FOR AND MOWN ON THE MOWN ON THE SHEEDING. Image: Star Star Star Star Star Star Star Star
 RESISTANT IN WHICH CASE SPECIFICATION GRADE DEVICES WILL BE UTILIZED. 15-AMPERE RATED DEVICES SHALL NOT BE PERMISSIBLE. DEVICE COLOR DIRECTED BY ARCHITECT. UTILIZE STAINLESS STELL COVERPLATES. WORK AT EXISTING PANELBOARDS: CERTAIN POWER FOR THE RENOVATION / TAKEN FROM EXISTING PANELBOARDS AS NOTED ON DRAWINGS. CONFIRM MA AND MOUNTING PROVISIONS OF REQUITED NEW CIRCUIT BREAKERS TO BE EXISTING PANELBOARDS PRIOR TO BID. ALC RATINGS OF NEW CIRCUIT B MATCH EXISTING CIRCUIT BREAKERS IN RESPECTIVE PANELS. PROVIDE UF DIRECTORIES IN EACH EXISTING PANELBOARD AFFECTED BY RENOVATION WORK. IDENTIFICATION OF CHANCES SHALL NOT BE PERMISSIBLE. PANELBOARDS: FUNTISH AND INSTALL NEW BRANCH CIRCUIT PANELBOARDS WI ON DRAWINGS. NEW PANELBOARD SHALL BE RATED 120/208-VOLT, 3-PHASE 480/277-VOLT, 3-PHASE, 4-WIRE AS INDICATED ON DRAWINGS. NEW PANELBO SIMILAR AND EQUAL TO SQUARE D 'NQ' OR 'NF' SERIES FOR THE PARTI REQUIRED FOR EACH RESPECTIVE PANELBOARD. ALL BUSING IN NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BREAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BEAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BEAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BEAKERS IN EACH NEW PANELBE COPPER. UTILIZE 'BOLT-ON' TYPE CIRCUIT BEAKERS IN EACH NEW PANELBED COPTER	AREA SHALL BE KE AND MODEL INSTALLED IN REAKERS SHALL *DATED CIRCUIT · HANDWRITTEN HERE INDICATED EXISTING PANEL "DPHW", BOO AMPERE, 480/277-VOLT, LOCATED IN EXISTING "H" WINE ELECTRICAL ROOM H135, FURNISH AND INSTALL 2-200/3 CIRCUIT BREAKERS TO SERVE NEW FEEDERS INDICATED. NEW FEEDERS INDICATED. SWILL NOT BE WITCHES WHERE CX-BREAK WITH 1 ENCLOSURES, SIDE. INSTALL UPMENT BEING NELLWITCH.
 A 1" CONDUIT STUBBED OUT ABOVE ACCESSIBLE CLINGS WITH PLASTIC BUSHINGS. IN STUBBED OUT ABOVE ACCESSIBLE CEILINGS WITH PLASTIC BUSHINGS. INSTALLED BY OWNER'S LOW VOLTAGE WIRING VENDOR. 12. DEMOLITION: PROVIDE ELECTRICAL DEMOLITION AS INDICATED ON DRAWINGS FOR HEREINAFTER. REFER to ARCHITECTURAL DRAWINGS FOR ADDITIONA CONCERNING DEMOLITION REQUIREMENTS. EXISTING CONDUIT AND BOXES MA WHERE PRACTICABLE TO INSTALL NEW WIRING INDICATED. OTHERWISE, PR CONDUIT, BOXES, BRANCH WIRING, ETC., FOR RENOVATION AREA AS INDICATED REMOVE ALL ABANDONED ACCESSIBLE CONDUIT AND BOXES. REMOVE ALL ABANCONES BARNCH WIRING, ETC., FOR RENOVATION AREA AS INDICATED REMOVE ALL ABANDONED ACCESSIBLE CONDUIT AND BOXES. CIRCUITS NO L SHALL BE LABELED "SPARE" IN EXISTING PANELBOARDS. CIRCUITS NO L SHALL BE LABELED "SPARE" IN EXISTING PANELBOARDS. CIRCUITS NO L SHALL BE CUT BELOW FLOOR WITH FLOOR PATCHING PROVIDED IN ORI SURROUNDING CONDITIONS. 13. GROUNDING: GROUND EQUIPMENT AND LIGHTING FIXTURES IN ACCORDANCE ELECTRICAL CODE. PROVIDE A CODE-SIZED EQUIPMENT GROUNDING CONDUCT BRANCH CIRCUIT AND FEDER CONDUIT WIRING RUNS. SEPARATE GROUNDING GENERALLY NOT INDICATED ON PLANS BUT SHALL BE REQUIRED. GROU TRANSFORMERS IN ACCORDANCE WITH DETAIL SHOWN ON DRAWINGS. 14. FIRE ALARM SYSTEM: EXPAND THE EXISTING BUILDING FIRE ALARM SYSTEM IN AREA AS REQUIRED. ALL NEW EQUIPMENT SHALL BE COMPATIBLE WITH BUILDING FIRE ALARM SYSTEM AND SHALL BE OF THE MAKE/MODEL RECOMMEND EXISTING SYSTEM MANUFACTURER. NO SUBSTITUTIONS WILL BE PREMITED. "CONCLUSION OF JOB TO INSURE PROPER OPERATION IN ACCORDANCE WITH AREA AS REQUIRED. ALL NEW EQUIPMENT SHALL BE COMPATIBLE WITH AREA AS REQUIRED. ALL NEW EQUIPMENT SHALL BE COMPANIEL EXISTING SYSTEM MANUFACTURER. NO SUBSTITUTIONS WILL BE PERMITED. "CONCLUSION OF JOB TO INSURE PROPER OPERATION IN ACCORDANCE WITH REQUIREMENTS OF LOCAL AHJ. INCLUDE TEST REPORTS AS PART OF PROJI DATA. 	E ALL CUNDUI FURNISHED AND AND AS CALLED L INFORMATION VY BE UTLIZED VY DE ALL NEW ON DRAWINGS. ON DRAWINGS. ON DRAWINGS. SUBJECT OF MATCH WITH NATIONAL OR IN ALL NEW CONDUCTOR IS UND DRY TYPE WITO RENOVATION THE EXISTING ED FOR USE BY ECT CLOSE-OUT
 SUBMITTALS: PROVIDE SUBMITTAL IN ELECTRONIC PDF FILE FORMAT FOR REV TEAM. SUBMITTALS SHALL BE NEATLY ORGANIZED WITH APPROPRIATE FILEN PROPOSED EQUIPMENT CLEARLY HIGHLIGHTED AS THEY APPLY TO THIS PROJECT SHALL INCLUDE, BUT NOT BE LIMITED TO, LIGHTING FIXTURES, SWITCHGEAR, WAND FIRE ALARM. FIRE ALARM SUBMITTAL SHALL INCLUDE INSTALLATION DR PROPOSED SYSTEM INCLUDING WIRING COUNT, DEVICE LAYOUT, BATTERY VOLTAGE DROP CALCULATIONS, EQUIPMENT CUT SHEETS, ETC., AS REQUIRED NATIONAL AND LOCAL CODES. (16. VISIT THE SITE: VISIT THE SITE SO AS TO HAVE A FULL UNDERSTANDING OF IN EXISTING BUILDING. MAKE DUE ALLOWANCE FOR SAME IN BID PRICE. 17. GUARANTY: GUARANTEE ALL WORK TO BE FREE FROM DEFECTS IN MATERIAL ANIT FOR A PERIOD OF ONE YEAR AFTER DATE OF FINAL ACCEPTANCE OF JOB. 	YIEW BY DESIGN YAMES AND ALL T. SUBMITTALS YIRING DEVICES, WURKS OF THE CALCULATIONS, TO MEET ALL WORK REQUIRED D WORKMANSHIP





* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada),

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respectively.



PROVIDE 1",6#10,1#10G-FROM 3-20/1 CIRCUIT BREAKERS IN EXISTING 120/208-VOLT PANEL TO SERVE NEW WELDING BOOTH 120-VOLT, 20 AMP GFCI DUPLEX RECEPTACLES SHOWN ON THIS DETAIL, ONE AT EACH BOOTH.

NTS

