

Specifications For

Clio Area Schools Clio High School, Cafeteria

Owner

Clio Area Schools

430 N Mill Street
Clio, MI 48420

Prepared By

INTEGRATED DESIGNS, INC.

Architects • Engineers • Consultants
8571 Grand River Avenue, Suite 600
Brighton, Michigan 48116
810-229-2701 Fax: 810-229-6767

Date: June 15, 2016

Project Number

18-763

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END OF SECTION

**SECTION 00020
INVITATION TO BID – High School Cafeteria**

Notice is given hereby that: **Clio Area Schools**

will accept bids from qualified contractors for addition and renovations to:

**Clio Area Schools,
Clio High School Cafeteria Renovation
1 Mustang Drive
Clio, MI 48420**

according to Drawings and Specifications prepared by:

**Integrated Designs Inc.
8571 W. Grand River Avenue, Suite 600
Brighton, MI 48116**

Including, but not limited to: Selective demolition of existing school cafeteria server flooring. Installation of new materials and systems, inclusive of all materials, labor and incidentals. Resilient flooring, stone veneer, painting, metal stud framing and gypsum high impact board.

A non- mandatory **pre-bid conference** will be held starting at **3:30 pm, Thursday, June 21, 2018** at, Clio High School, 1 Mustang Drive, Clio, MI. Followed by a site visit to Carter Middle School, 300 Rogers Lodge Drive, Clio, MI. afterwards.

Sealed bids will be received at the office of the **Clio Area Schools, Administration Office, 430 N Mill Street, Clio, Michigan, 48420**, until **3:30 pm Monday, July 9th**. At that time, bids will be publicly opened. Bids received after the date and time specified will be returned to the bidder, unopened.

Bids will be taken on a lump sum basis as defined on the Bid Form. Bids shall be accompanied by bid security equal to 5% of the bid amount.

100% Surety Bonds for performance and payment of labor and materials are required. Bonds must be submitted on the forms provided. No alteration(s) to the form will be accepted.

Bid Documents may be examined at the offices of Clio Area Schools.

Bid Documents will be available after **noon, on June 15th, 2018** at www.intdesigns.com/planroom, where you can view and download both drawings and specifications for this project at no cost.

All questions, please email scott@intdesigns.com. No correspondence shall be issued unless in addendum form 3 business days prior to the bid date.

Successful bidder must not be disbarred from doing business with the federal government as per SAM.gov.

Prevailing wage rates: Davis-Bacon Act wage rates ARE required on this project.

The Owner reserves the right to reject any or all bids and to waive irregularity in the bidding or the bidding process and accept the bid that is most advantageous to the Owner.

Dated: 6-15-18

by: Clio Area Schools

END OF SECTION

INVITATION TO BID
00020 - 1

**SECTION 00110
INSTRUCTIONS TO BIDDERS
CLIO HS / CAFETERIA RENOVATION**

PART 1- GENERAL

1.1 PROCUREMENT OF DOCUMENTS

- A. Bid Documents will be available after June 15, 2018.
 - 1. View documents at www.intdesigns.com/planroom, where you can view and download both drawings and specifications for this project at no cost.
 - 2. All questions, please email scott@intdesigns.com. No correspondence shall be issued unless in addendum form 3 business days prior to the bid date.

PART 2 - MATERIALS – NOT USED

PART 3- EXECUTION

3.1 EXAMINATION OF DOCUMENTS AND SITE

- A. Bidders shall carefully examine the Contract Documents and the construction site to obtain first-hand knowledge of existing conditions. Contractor will not be given extra payments for conditions that can be determined by visually examining the site and Contract Documents.

3.2 QUESTIONS, INTERPRETATIONS, AND ADDENDA

- A. Should any bidder find discrepancies between the Drawings and Specifications, or should he be in doubt as to their exact meaning, he should notify the Architect/Engineer. The Architect/Engineer then, at his option, may then issue Addenda clarifying same. The Owner will not be responsible for oral instructions or for the Contractor's misinterpretations of Drawings and Specifications.
- B. The Architect/Engineer reserves the right to issue Addenda at any time prior to the bid opening. All such addenda shall become, upon issuance, an inseparable part of the Contract Documents. Each bidder shall incorporate within his bid proposal all costs for items listed in the Addenda; and shall acknowledge receipt and the identifying number of each Addendum on the Bid Proposal Form and on the outside of the sealed bid envelope.

3.3 PRE-BID CONFERENCE

- A. A **pre-bid conference will be held 3:30 pm, June 21, 2018** at the cafeteria of the Clio High School, 1 Mustang Drive, Clio, Michigan.

3.4 BID SECURITY

- A. A Bid Bond is required in the amount of 5% of total Bid, minimum.
- B. Cost for bonds shall be provided separately on the bid form. Should the owner require bonds this amount will be added to the base bid. Requirements are described in the General and Supplementary Conditions. Contractor shall carry a builder's risk policy equal to the value of the contract for the duration of the project. The cost of this policy shall be included in the bid amount.

3.5 MODIFICATION AND WITHDRAWAL

- A. Proposals may be withdrawn and/or changed any time prior to the bid opening. Proposals may not be withdrawn or changed after the bid opening time; and shall be deemed a firm offer

continuing for thirty (30) calendar days. Bids received after the time and date of the bid opening will be returned unopened to the bidder.

3.6 CODES, ORDINANCES, REGULATIONS, ETC.

- A. All labor and materials shall be furnished and installed in strict accordance with the latest applicable codes, ordinances, and regulations of any governing body that has jurisdiction over this project.
- B. If the quality of the labor and materials required by the Drawings and Specifications exceeds the requirements of the applicable codes, ordinances, and regulations, the Drawings and Specifications shall take precedence.
- C. If the quality of the labor and materials required by the applicable codes, ordinances, and regulations exceed the requirements of the Drawings and Specifications, the applicable codes, ordinances, regulations, etc., shall take precedence.

3.7 SUB-CONTRACTOR AND MATERIAL SUPPLIERS

- A. The successful Bidder shall submit to the Owner, a complete list of all sub-contractors, suppliers, and all substitutions he proposes to engage in the work.
- B. The successful bidder will be required to submit the list of sub-contractors for owner approval prior to execution of a contract.

3.8 AWARD OF CONTRACT

- A. The material proposed to be used for the completion of work, and the competency, solvency, and responsibility of the bidders will receive due consideration before the awarding of this contract. In the reception of proposals for the work, the Owner incurs no obligation to accept the lowest or any proposal submitted. The right to accept or reject any and all bids is reserved by the Owner. The Owner reserves the right to require testimonial or legal documents pertaining to the solvency of a Contractor.

3.9 CONTRACTS WITH SUBCONTRACTORS

- A. All contracts made by the successful Bidder with Subcontractors shall be covered by the terms and conditions of the Contract. The successful Bidder shall see to it that his Sub-contractors are fully informed in regard to these terms and conditions.

3.10 CHANGES IN THE WORK

- A. The Bidder shall state in the space provided in the Proposal Form the changes, expressed as a percentage of the cost, for changes in the work, when done by his own organization and when done by Subcontractors under his Contract. Fees shall include all charges for, on site superintendents, overhead and profit. Charges for taxes, social security payments and insurance shall be computed separately and shall not be subject to percentage fee.

3.11 PREVAILING WAGES

- A. Davis-Bacon Act wage rates ARE required on this project.

3.12 SYSTEM FOR AWARD MANAGEMENT

- A. Successful bidder must not be disbarred from doing business with the federal government as per SAM.gov.

END OF SECTION

BID PROPOSAL FORM – HIGH SCHOOL CAFETERIA RENOVATIONS

NAME OF
BIDDER _____

To: **Clio Area Schools**

PROPOSAL FOR, **Clio High School Cafeteria Renovations**

The undersigned having examined the Bidding Documents, including the Advertisement for Bids, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, General Conditions, Supplementary Conditions, Supplementary Special Conditions Technical Specifications, Plans, Drawings and other exhibits, on file at the Office of the Architect for all classifications of the Work for this Project, and being familiar with all conditions affecting this proposed Project, including the site and the availability of labor and material, hereby proposes to furnish all labor, material, tools, equipment, utilities, transportation or other facilities and services necessary to perform and complete the construction of the proposed Project in accordance with the Bidding Documents, as modified, augmented or supplemented by Addenda, for the sums and under the conditions as follows:

ADDENDA: The undersigned acknowledges:

Addendum Number _____ Dated _____ Addendum Number _____ Dated _____

BASE BID:

LUMP SUM BID (INCLUDING ALL LABOR, MATERIALS, TAXES, GENERAL CONDITIONS, ETC.)

of _____ Dollars

(\$ _____).

FEES FOR AUTHORIZED CHANGES: For changes in the work authorized by a Modification involving additions to or deductions from the Contract Sum, the undersigned agrees to perform or omit (or to cause to be performed or omitted by his subcontractors) such work at net cost to him, plus the following percentages to be added to the net cost or credited to the Owner, which percentages shall include all charges for supervision, overhead and profit. The undersigned further agrees that he shall bind his subcontractors not to charge a higher fee for authorized changes than he agrees to, as follows;

ADDITIONS

Contractor work not under subcontract _____

Contractor work under subcontract _____

TIME OF COMPLETION - The undersigned agrees to commence work on a date specified in a written "Notice of Award of Contract" and to fully complete the project in _____ days.

WITHDRAWAL OF BID - The undersigned agrees that this bid may not be withdrawn for a period of thirty (30) days after the opening date for receipt thereof.

BID SECURITY - Accompanying this Proposal is a Bid Bond in the amount of

_____ Dollars (\$_____)

which represents five percent (5%) of the Base Bid Sum amount which, it is agreed, shall be retained as liquidated damages by the Owner if the undersigned fails to execute the Agreement or furnish Bonds or Certificate of Insurance as specified within ten (10) days after notification of the award of Contract.

REJECTION OF BID - The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bid or the bid process.

LEGAL STATUS OF BIDDER - The undersigned does hereby declare that the Bidder has the following legal status:

1. A Corporation organized and existing under the laws of the State of

_____ for whom, _____,

whose signature is affixed hereto is duly authorized to execute contracts.

2. A Partnership, all the partners of which, with addresses are:

3. An individual, whose signature is affixed hereto.

FIRM NAME AND ADDRESS OF BIDDERS - This bid is submitted in the name of:

FIRM NAME

BUSINESS ADDRESS / TELEPHONE NUMBER

SIGNED BY

TITLE

(Signature)

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

FAMILIAL DISCLOSURE AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the bidder and any member of the Board of Education of the District, the Superintendent of the District and/or any Clio Area Schools Administrator.

The undersigned, owner or authorized officer of _____ (the bidder/contractor),

pursuant to the familial disclosure requirement provided in the Clio Area Schools District Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder/contractor or any employee of the bidder/contractor, and any member of the Clio Area Schools District's Board of Education, the Superintendent and/or any Clio Area Schools Administrator.

The following are the bidder's familial relationship(s) with the Clio Area Schools District: Bidder/Contractor Employee Name Related to: Relationship

1. _____

2. _____

(Attach additional pages if necessary to disclose all familial relationships.)

There is no familial relationship that exists between the bidder/contractor and/or any employee of the bidder and any member of the Clio Area Schools District's Board of Education, Superintendent, and/or the Director of Technology.

Bidder:
(Company Name)

By:
(Signature)
(Title)

This instrument was acknowledged before me, a Notary Public, in and for _____

County, _____ on this ___ day of _____, 20__.

(Notary Public Signature) **SS:** _____

My Commission expires: _____

Acting in the County of: _____

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Clio Area Schools' (the "School District") Request For Proposals For Wireless Project 2013 (the "RFP"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Bidder:

(Company Name)

By:

(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for _____

County, _____ on this ___ day of _____, 20__.

(Notary Public Signature) **SS:** _____

My Commission expires: _____

Acting in the County of: _____

END OF SECTION

**SECTION 00600
FORM OF AGREEMENT**

PART 1 GENERAL

1.1 FORM OF AGREEMENT

- A. AIA Document A-101 Standard Form of Agreement between Owner and Contractor for a Project of Limited Scope, 2017 edition with modifications mutually agreed upon.

END OF SECTION

DRAFT 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)

«Clio Area School District »« »
«430 N. Mill Street »
«Clio, MI 48420 »
« »

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

« »« »
« »
« »
« »

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

«18-763 Clio Area Schools 2018»
«»
«Clio Area Schools Sinking Fund»

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

«Integrated Designs, Inc »« »
«8571 W. Grand River Avenue, Suite 600 »
«Brighton, MI 48116 »
« »

The Owner and Contractor agree as follows.

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

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

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

[« »]

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

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

§ 3.3 Substantial Completion

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

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

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[«X »] By the following date: « August 15, 2018 »

ARTICLE 4 CONTRACT SUM

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

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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «last » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «30 » days after the following 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 «thirty » (« 30 ») days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

«10% »

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

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

§ 5.2 Final Payment

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

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

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

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017.

§ 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)

«Pat Jones »
«Clio Area School District »
«430 N Mill Street »
«Clio, MI 48116 »
«(989) 980-7834 »
« »

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

« »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

« »

- .5 Drawings

Number	Title	Date
A1.0	Cafeteria Floor Plan	6-5-18

.6 Specifications

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01710	Cleaning	
04730	Manufactured Masonry Veneer	
06200	Finish Carpentry	
07900	Joint Sealers	
09260	Gypsum Board System	
09650	Resilient Tile Flooring	
09900	paint	

.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 documents, if any, listed below:

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

« »

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

 OWNER (Signature)
 «Fletcher Spears, »« Superintendent »
 (Printed name and title)

 CONTRACTOR (Signature)
 « »« »
 (Printed name and title)

**SECTION 00701
GENERAL CONDITIONS – AIA**

PART 1- GENERAL

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.

- B. Related Documents:
 - 1. Document 00600 – Form of Agreement - AIA.

1.2 GENERAL CONDITIONS

- A. AIA Document A201-2017, General Conditions of the Contract for Construction, is the General Conditions of the Contract.

END OF SECTION

DRAFT AIA® Document A201™ - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

«Cafeteria Renovations»
«Clio Area High School
Clio Public Schools»

THE OWNER:

«Clio Public Schools »« »
«430 N. Mill Street
Clio, MI 48420 »

THE ARCHITECT:

«Integrated Designs, Inc.
8571 W. Grand River Avenue, Suite 600 »« »
«Brighton, MI 48116 »

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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.

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Miscellaneous Definitions

- .1 The term "product" includes materials, systems, and equipment.
- .2 The term "provide" includes furnishing and installing a product, complete in place, tested and approved.
- .3 The term "building code," and the term "code," refer to regulations of governmental agencies having jurisdiction.
- .4 The terms "approved," "required," and "as directed" refer to and indicate the work or materials that may be approved, required, or directed by the Architect acting as the agent of the Owner.

- .5 The term "similar" means in its general sense and not necessarily identical.
- .6 The terms "shown," "indicated," "detailed," "noted," "scheduled," and terms of similar import, refer to requirements contained in the Contract Documents.
- .7 The term "Architect/Engineer" means the Architect/Engineer himself or his assigned representative.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.2.4 Should the Drawings and Specifications appear to be in disagreement with each other relative to the quality or quantity of Work required, the better quality and/or the greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished to the Contractor by the Architect in writing.

§ 1.2.5 Wherever the quality of labor and materials required by the drawings and specification exceeds the requirements of the drawings and specifications, the applicable codes, ordinances, regulations, etc. shall take precedence.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner’s Right to Stop the Work

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

§ 2.5 Owner’s Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.3.4 The Contractor shall, in the performance of the Contract, comply with and give all stipulations and representations required by all applicable Federal, State, County, and Local Ordinances and Regulations, and shall require such compliance, stipulations, and representations by all other persons with whom he shall enter into Contract Documents and any additional work necessary to meet Code requirements shall be made by the Contractor without extra cost to the Owner.

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.10.4 Scheduling of construction activities shall be submitted to the Architect by the General Contractor to establish a reasonable sequence of work and contract duration. Its purpose is to define the sequence and duration of activities, not the scope of the work, and its existence does not in any way relieve the Contractors of the responsibility of meeting other requirements of the Contract Documents.

§ 3.10.5 The schedule shall be based on a precedence network for development of a critical path, providing a comprehensive planning tool to permit completion of the Project in the allotted time. The activity sequence and durations describe a reasonable schedule for the work. Since other sequences are possible, the Contractor will, immediately after the award of the Contract or the issuance of a Letter of Intent, meet with the Owner and Architect to expand the detail of the Schedule and to allow the Contractor an opportunity to propose improvements and modifications to the established sequence and durations which will not alter the milestone dates or the duration of the Project itself. No extension of time for completion will be granted to the Contractor when it is evident that he could have avoided the need of same by the exercise of reasonable foresight.

§ 3.10.6 Periodically during construction, the Contractor will meet with the Owner and the Architect for the purpose of obtaining current and accurate progress data. This information will be used to monitor the schedule and to further revise activity sequences and durations when, in the opinion of the Architect, a need for doing so has been established. After such revisions, the Contractor shall submit a revised schedule indicating any changes.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.14.3 The Contractor and Subcontractors shall be responsible for all cutting and patching necessary for his work unless herein specifically stated to the contrary.

§ 3.14.4 Any cost caused by defective or ill-timed work shall be borne by the party responsible.

§ 3.14.5 Each Subcontractor shall do all fitting of his own work as required to make its several components fit together or to receive the work of other Contractors. Holes cut in exterior walls or roofs for installation of mechanical or electrical equipment shall be waterproofed by the Contractor responsible for such installation.

§ 3.14.6 Permission to patch any areas of work does not imply a waiver of the Architect's right to require complete removal and replacement in said areas and of said items if, in the Architect's opinion, appearance of the work is not according to the Contract Documents.

§ 3.14.7 Subcontractors shall place sleeves and inserts correctly for pipes, conduits, and similar items in forms, walls, partitions, and floors. All said work shall be done in cooperation with Concrete Foundation, Interior Concrete, and Mason Contractors as applicable. All items shall be placed in ample time so as not to delay concrete or masonry operations. Do not place sleeves so they pass vertically through beams, girders, trusses, and similar construction, unless locations are approved by the Architect

§ 3.14.8 The Contractor shall see that sleeves are kept in their proper positions and not displaced by placing of concrete or other construction work. Locations of chases are indicated in the mechanical and electrical drawings. The Contractor shall be responsible for the inclusion of these items in the work and shall advise all Subcontractors and the Architect of all changes.

§ 3.15 Cleaning Up

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

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

§ 3.15.3 It shall be the duty of each separate Contractor to keep the premises free of accumulations of surplus materials and rubbish caused by his operations. Debris shall be removed immediately by the responsible Contractor.

§ 3.15.4 Each Friday afternoon, and more often if necessary, the General Contractor shall provide for an overall clean-up of the entire site, including removal from the site of all unidentified rubbish and debris and shall broom clean all appropriate surfaces. All Contractors and their subcontractors shall remove their rubbish and debris from the building and the site promptly upon its accumulation and in no event later than the regular Friday of general clean-up.

§ 3.15.5 Burning of rubbish on site will not be permitted. Rubbish shall not be thrown through from the building, except into approved rubbish containers or dumpsters. Dust control measures, chutes and cleanup of scattered debris are the responsibilities of the general contractor.

§ 3.15.6 The Contractor shall keep the site free from accumulations of his rubbish and waste materials at all times and shall see that subcontractors remove and dispose of their rubbish. Arrangements for removal and disposition of the rubbish will be made by each Contractors concerned at no cost to the Owner.

§ 3.15.7 Should any Contractor or subcontractor allow rubbish or waste material to accumulate on any portion of the site or in any portion of the building to such extent that accumulation constitutes a hazard or obstructs the prosecution of the work, the Owner may, if the Contractor or subcontractor at fault fails to remove such rubbish or waste material within three days after written notice to clean up the accumulation, engage proper labor or services of another Contractor to make necessary removal and disposition and to charge cost against monies due the Contractor or subcontractor at fault.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as

required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay

authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the

Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. It shall be the responsibility of the Contractor's safety representative to do the inspection and protection of the construction workers and third parties and property against negligent construction techniques and to insure the safety of the work site, and hold the Owner, and the Architect/Engineer harmless from the methods used and the consequences of construction.

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

§ 10.3.3 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.

§ 10.3.4 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.

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

§ 11.1.2.1 The Contractors shall furnish a Performance Bond in an amount equal to One Hundred Percent (100%) of the Contract and, also a Labor and Material Payment Bond in the amount of not less than One Hundred Percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by State, Federal, Territorial, or Local Law, as security for payment of persons performing the Labor on the Project under this Contract and furnishing material in connection with this Contract. The Performance and Material Payment Bond may be in one or separate instruments and shall be delivered to the Owner not later than the date of execution of the Contract.

Bonds shall be required for contracts over \$50,000.00 in accordance with State of Michigan requirements, Act 213 of 1963, 129.201.

§ 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 The Insurance required by subparagraph 11.1.4 shall be written for not less than the following specified limits of liability or the limits required by law, whichever is greater .

§ 11.1.4.1 Workmen's Compensation

A. State	Statutory
B. Applicable Federal	Statutory
C. Employer's Liability	\$100,000 person/\$500,000 aggregate

§ 11.1.4.2 Comprehensive General Liability, Including Premise, Operation, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage.

A. Bodily Injury

1. Each Occurrence	\$1,000,000
2. Annual Aggregate	\$1,000,000

B. Property Damage

- 1. Each Occurrence \$1,000,000
- 2. Annual Aggregate \$1,000,000

C. Builders Risk

- 1. Contractor shall carry a builder's risk policy equal to the value of the contract for the duration of the project.

§ 11.1.4.3 Personal Injury

- A. Annual Aggregate \$1,000,000

§ 11.1.4.4 Comprehensive Automobile Liability

A. Bodily Injury

- 1. Each Person \$1,000,000
- 2. Each Occurrence \$1,000,000

B. Property Damage

- 1. Each Occurrence \$1,000,000

§ 11.1.4.5 Umbrella Liability \$1,000,000

§ 11.1.4.6 Property Damage Liability Insurance shall be in coverage for the following hazards: X,C,U, (explosion, collapse, underground) building, property, fire, and theft.

§ 11.1.4.7 Independent Contractors and/or Subcontractors: Same limits as noted above.

§ 11.1.5 Furnish one copy of Certificates herein required for each copy of Agreements; specifically set forth evidence of all coverage required by 11.1.4. The form of the above Certificate shall be standard insurance certificate of coverage. Furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

§ 11.1.6 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Owner.

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the

insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and

Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents

may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by

applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been

rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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



**SECTION 01015
CONTRACTOR'S USE OF THE PREMISES**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.3 TRANSPORTATION FACILITIES

- A. Truck and equipment access:
 - 1. To avoid traffic conflict with vehicles of the staff and others using the building, and to avoid overloading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the designated area.
 - 2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site. Maintain access to existing buildings on the project site.

1.4 PERFORMANCE

- A. The Contractor and his Sub-contractors shall conduct their operations in a manner so as to not cause any undue inconvenience or hazard to occupants of the surrounding area. Areas other than that of the project limits shall not be used for storage of material and shall be kept clean at all times at the Contractor's expense. Any damage to those areas shall be repaired or replaced at Contractor's expense. The Architect/Engineer shall make the determination as to the acceptability of the proposed repair or replacement.

1.5 SECURITY

- A. Restrict the access of all persons entering upon the Owner's property in connection with the Work to the actual site of the Work.

END OF SECTION

**SECTION 01027
APPLICATIONS FOR PAYMENT**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. The contract Sum and the schedule for payments are described in the form of agreement.
 - 3. Payments upon Substantial Completion and Completion of the Work are described in the General Conditions and in Section 01700 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Prior to start of construction, secure the owners approval of the schedule of values required to be submitted in accordance with the General Conditions, and further described in these Specifications.
- B. During progress of the Work, modify the schedule of values as approved by the owner to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.

1.3 SUBMITTALS

- A. Formal submittal: Unless otherwise directed by the owner:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets G703.
 - 2. Sign and notarize the Application and Certificate for Payment.
 - 3. Submit the original of the Application and Certificate for Payment,
 - 4. The owner will review the formal submittal and when approved, will sign the Application Certificate for Payment, and will distribute.
 - a. One copy to Contractor;
 - b. One copy to Owner;
 - c. One copy to Architect.
 - 5. The Owner will disburse directly to the Contractor within 30 days in accordance with the agreement between Owner and Contractor.

END OF SECTION

**SECTION 01045
CUTTING AND PATCHING**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: This Section establishes general requirements pertaining to cutting, fitting, and patching of the Work required to:
 - 1. Make the several parts fit properly;
 - 2. Uncover work to provide for installing, inspection, or both, of ill-timed work;
 - 3. Remove and replace work not conforming to requirements of the Contract Documents; and
 - 4. Remove and replace defective work.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Technical Sections of these Specifications.
 - 2. In addition to other requirements specified, upon the Architect/Engineer's request uncover work to provide for inspection by the Architect/Engineer of covered work, and remove samples of installed materials for testing.
 - 3. Do not cut or alter work performed under separate contracts without the Architect/Engineers written permission.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Request for Architect/Engineer's consent:
 - 1. Prior to cutting which effects structural safety, submit written request to the Architect/Engineer for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Architect/Engineer and secure his written permission and the required Change Order prior to proceeding.

- B. Notices to the Architect/Engineer:
 - 1. Prior to cutting and patching performed pursuant to the Architect/Engineer's instructions, submit cost estimate to the Architect/Engineer. Secure the Architect/Engineer's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
 - 2. Submit written notice to the Architect/Engineer designating the time the Work will be uncovered, to provide for the Architect/Engineer's observation.
 - 3. Cutting and patching is required under some of the Sections of these Documents. The cost for that work is to be included in the base bid.

PART 2 PRODUCTS

2.1 MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications. When no section covers the replacement of items removed, use materials identical to those removed.

2.2 PAYMENT FOR COSTS

- A. The Owner will reimburse the Contractor for cutting and patching performed pursuant to any written Change Order, after claim for such reimbursement is submitted by the Contractor, and approved by the Architect/Engineer and Owner. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
 - 1. Inspect existing conditions, including elements subject to movement or damage during cutting, and patching.
 - 2. After uncovering the work, inspect conditions affecting installation of new work.
- B. Discrepancies:
 - 1. If uncovered conditions are not as anticipated, immediately notify the Architect/Engineer and/or owner and secure needed directions.
 - 2. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.3 PERFORMANCE

- A. Perform work required under pertinent other Sections of these Specifications.
 - 1. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
 - 2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 01350 SUBMITTALS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submittals Required Immediately After Execution of Contract: Submit the following to Architect/Engineer within the specified period after the execution of the Contract:
 - 1. Construction schedule.
 - 2. Schedule of values.
- B. Submittals Required During Construction Period:
 - 1. Shop drawings;
 - 2. Application for payment; and
 - 3. Test reports, required by individual sections of Specifications.
- C. Submittals Required at Time of Project Closeout: Refer to Section 01700 for submittals required.

1.2 SHOP DRAWINGS AND PRODUCT DATA

- A. General Requirements: Submit Shop Drawings and product data required by Contract Documents.
- B. General Shop Drawing Requirements: Drawings shall be present in a clear and thorough manner. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
- C. General Product Data Requirements: Product data submitted shall indicate the following:
 - 1. Clearly mark each copy to identify pertinent products or models. Submittals containing information which is not pertinent to this project will be returned unchecked unless they are clearly identified.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring and piping diagrams and controls.
 - 2. Delete information not applicable to the work.
- D. Contractor's Responsibilities:
 - 1. Review Shop Drawings and product data prior to submission.
 - 2. Determine and verify:
 - a. Field measurements;
 - b. Field construction criteria;
 - c. Catalog numbers and similar data; and
 - d. Conformance with specifications.
 - e. Coordination of all trades.
 - 3. Coordinate each submittal with requirements of the work and Contract Documents.
 - 4. Stamp and sign copy of each submittal, indicating conformance with these requirements. Do not forward submittals to the architect/engineer until conformance with the requirements is coordinated between the contractor and

- his suppliers/subcontractors.
5. Deviations: Notify Architect/Engineer, in writing, at time of submission, of all deviations in the submittals from requirements of the Contract Documents.
 6. Begin no fabrication or work, which requires submittals until return of submittals with Architect/Engineer's approval.

B. Submission Requirements:

1. Submit Shop Drawings/Submittals electronically by email. Provide a transmittal letter indicating the full ARCHITECT/ENGINEER Project number and issuing a unique Shop Drawing Submittal Number. In addition, include name of Contractor's Project Manager, or his/her representative's name, mailing address, telephone number, and email address. Contractor shall submit Shop Drawings in Portable Data Format (pdf) at 300 dpi resolution.
2. Required Information: Submittals shall contain the following:
 - a. The date of submission and dates of any previous submissions;
 - b. Project title and number;
 - c. Names of Contractor, suppliers and manufacturer;
 - d. Field dimensions, clearly identified;
 - e. Show relation to adjacent or critical features of the work or materials;
 - f. Indicate applicable standards;
 - g. Indicate specific model number of item to be reviewed. List all applicable accessories and optional features that are required.
 - h. Identify deviations from Contract Documents;
 - i. Identify revisions;
 - j. Provide space for Contractor's and Architect/Engineer's stamp; and
 - k. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, verification of field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and the Contract Documents. In the case that there is no place for the stamp on the front, please stamp the back side of each sheet, indicating the page number (i.e. back of page 1 of 6). Insure that this page is also scanned in pdf format when submitting the Shop Drawing electronically. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e. 1 of 12, 2 of 12... 12 of 12). For Contractor originated design/redesign, it is required that the Contractor submit one (1) original set of calculations and drawings, signed and sealed by the responsible Specialty Engineer, in conjunction with the electronic submission, using mail or messenger service. The one (1) original set should be forwarded directly to ARCHITECT/ENGINEER.
 - l. Failure to stamp and review submittals will result in return of same unreviewed.
 - m. If the Shop Drawing consists of samples, Contractor will submit three (3) samples for proper processing and in addition, the number of samples needed by Contractor. Contractor will need to indicate in their transmittal letter that they have forwarded the samples to ARCHITECT/ENGINEER.
3. Timing of Submittals:
 - a. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
 - b. In scheduling, allow at least ten (10) working days for review by the

Architect/Engineer following his receipt of the submittal.

4. Contractor will not use shop drawings submittals for obtaining clarification regarding contract plans or specification requirements. Such clarifications required for preparation of complete and correct Shop Drawings will be requested by Request for Information (RFI) through ARCHITECT/ENGINEER.
5. Contractor's request for contract change in time, cost, design, material or product type, specification requirements and/or remedial design for correcting construction/fabrication deficiencies will not be made as a Shop Drawing submittal to ARCHITECT/ENGINEER, but will be sent in proper format to ARCHITECT/ENGINEER for further handling and processing.

C. Architect/Engineer's Duties:

1. Review: Architect/Engineer will review submittals with reasonable promptness and in accordance with Construction Schedule.
2. Architect/Engineer's Stamp: Architect/Engineer will stamp and sign each submittal and indicate approval of the submittal or requirements for re-submittal.
3. Returning Submittals: Architect/Engineer will retain one (1) hard copy of submittal and will email one (1) copy of submittal in PDF format to Contractor for distribution or for resubmission.
4. Architect/Engineer receives Shop Drawing from Contractor, "electronically", via email. Submittal shall be in PDF format at 300 dpi resolution. Architect/Engineer prints out a copy, reviews it, implements additional comments in red and stamps every sheet with the disposition ("Reviewed", "Revise and Resubmit" or "Non-Compliant"), initials and date. Each item must have its own disposition, multiple dispositions on the same stamp is prohibited/illegal. Additional comments may be added either under the stamp or on the Transmittal or in an attached memo.
5. Architect/Engineer then rescans the Shop Drawings (including their letter of transmittal) into PDF format and 300 dpi resolution, which is then emailed to the Contractor. In the case that there is no place for the stamp on the front, please stamp the back side of each sheet, indicating the page number (back of page 1 of 6). Insure that this page is also scanned in PDF format when submitting the Shop Drawings electronically.

D. Distribution: The Contractor shall distribute Shop Drawings and product data which carry Architect/Engineer's stamp of approval to the following:

1. One copy to Contractor's job site file;
2. One copy to Contractor's record document file;
3. One or more copies returned to subcontractor (as required); and
4. One or more copies to supplier or fabricator (as required).

I. Resubmission Requirements: Make corrections or changes in the submittals required by the Architect/Engineer and resubmit until approved.

J. Substitutions:

1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at time of bidding, on the form provided therefore in the bidding documents, and when substantiated by the Contractor's submittal of required data within 10 calendar days after award of the Contract.
2. The following products may not require further approval except for interface within the work, contact the architect/engineer for direction.
 - a. Products specified by reference to standard specifications such as ASTM

- and similar standards; and
- b. Products specified by manufacturer's name and catalog model number.

K. Or equal:

1. Where the phrase "or equal", or "or equal as approved by the Architect/Engineer", occurs in the Contract Documents, do not assume that the materials, equipment or methods will be approved as equal unless the item has been specifically so approved for this work by this Architect/Engineer.
2. The decision of the Architect/Engineer shall be final.

L. Architect/Engineer's Review

1. Review by the Architect/Engineer is for conformance with the design concept of the project only. The Contractor is responsible for compliance with information given in contract documents. Dimensions shall be correlated at job site, fabrication techniques and coordination of the work of all trades, remains the responsibility of the Contractor.
2. Revisions:
 - a. Make revisions required by the Architect/Engineer;
 - b. If the Contractor considers any required revisions to be a change, he shall so notify the Architect/Engineer as provided in Article 7 of the General Conditions; and
 - c. Make only those revisions directed or approved by the Architect/Engineer.
3. Reimbursement of Architect/Engineer's costs:
 - a. The Architect/Engineer will review and process only two (2) submission of each Shop Drawing and/or Sample. If shop drawings or samples are returned because the Contractor has not complied with the above requirement, he/she shall pay the costs of the Architect/Engineer or their consultants for reviewing and processing the third and subsequent submissions.
 1. The Architect/Engineer's cost shall be computed at two and one-half (2½) times payroll, plus reproduction and mailing expenses.
 2. The cost for Architect/Engineer's consultants shall be computed at two and one-half (2½) times payroll, plus reproduction and mailing expenses.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01500
TEMPORARY FACILITIES AND CONTROLS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - 1. Temporary utilities; electricity and construction lighting (by Owner)
 - 2. Sanitary facilities (by Owner in designated facility).
 - 3. Enclosures such as tarpaulins, barricades and canopies (by Contractor).
 - 5. Telephone (by Contractor).
 - 7. Temporary office space for use by contractor and architect (by contractor).
 - 8. Dumpster (by Contractor).
 - 9. Fire rated enclosures separating construction areas from Owner occupied spaces.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work is not part of this Section.
 - 3. Permanent installation and hookup of the various utility lines are described in other Sections.

1.2 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper and safe conditions throughout progress of the Work.

PART 2 - PRODUCTS

2.1 UTILITIES

- A. Electricity and construction lighting – Equipment by Contractor, utility cost by Owner.
- B. Telephone and fax - By Contractor.

2.2 SANITARY FACILITIES

- A. Designed Owners sanitary facilities shall be for used by Contractor.
- B. Contractor shall maintain in a sanitary condition at all times. Contractor shall provide final cleaning at completion of project.

2.3 ENCLOSURES

- A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

2.5 PROJECT SIGNS

- A. A jobsite sign is not required for this project.

- B. Except as otherwise specifically approved by the Architect/Engineer, do not permit other signs or advertising on the job site.

2.6 FIRE RATED ENCLOSURES

- A. Install fire rated enclosures between those areas of construction and those occupied by the Owner.
- B. Contractor shall construct gypsum board, metal stud interior partitions to establish a fire rated separation between areas.
- C. Enclosure shall be in accordance with the State of Michigan, Bureau of Fire Services, 2016 Michigan Building Code and the NFPA 101.
- B. At completion of project Contractor shall remove fire rated enclosures, fasteners and accessories. Contractor shall patch, repair and replace if necessary all existing finishes effected by the temporary enclosure.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Owner.
- C. Remove all enclosures, temporary facilities, controls, fasteners and accessories. Contractor shall patch, repair and replace if necessary all existing finishes effected by the temporary facilities, controls, fasteners and accessories.

END OF SECTION

**SECTION 01600
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

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

following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
- E. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
- F. Will provide same warranty for Substitution as for specified product.
- G. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
- H. Waives claims for additional costs or time extension that may subsequently become apparent.
- I. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- J. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01700
CONTRACT CLOSE-OUT**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Activities relative to Contract close-out are described in, but not necessarily limited to the General Conditions and Sections in Division 1 of these Specifications.
 - 3. "Substantial Completion" is defined in Paragraph 9.8 of the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Architect/Engineer, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection (punch list).

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. Prepare and submit the list required by the first sentence of Paragraph 9.8.2 of the General Conditions.
 - 2. Within a reasonable time after receipt of the list, the Architect/Engineer will inspect to determine status of completion.
 - 3. Should the Architect/Engineer determine that the Work is not substantially complete:
 - a. The Architect/Engineer promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Engineer when ready for inspection.
 - c. The Architect/Engineer will reinspect the Work.
 - 4. When the Architect/Engineer concurs that the Work is substantially complete:
 - a. The Architect/Engineer will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect/Engineer.
 - b. The Architect/Engineer will submit the certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
- B. Final Completion:
 - 1. Prepare and submit the notice required by the first sentence of Paragraph 9.10 of the General Conditions.
 - 2. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 9.10 of the General Conditions.

3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operation;
and
 - e. Work is completed and ready for final inspection.
 4. The Architect/Engineer will make an inspection to verify status of completion (final punch list).
 5. Should the Architect/Engineer determine that the Work is incomplete or defective:
 - a. The Architect/Engineer promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Architect/Engineer when ready for reinspection.
 6. When the Architect/Engineer determines that the work is acceptable under the Contract Documents, he will request the Contractor to make close-out submittals.
- C. Close-out submittals include, but are not necessarily limited to:
1. Operation and maintenance data for items so listed in pertinent other Sections of the Contract Documents, and for other items when so directed by the Architect/Engineer;
 2. Contractor 1 year written warranty, manufacturer's warranties and bonds;
 3. Manufacturers Technical Representative Report;
 4. Product Warranties;
 5. Spare parts and materials extra stock;
 6. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to: Certificates of Inspection and Occupancy.
 7. Certificates of Insurance for products and completed operations.
 8. Evidence of payment and release of liens;
 9. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
- D. Final adjustment of accounts:
1. Submit a final statement of accounting to the Architect/Engineer, showing all adjustments to the Contract Sum.
 2. If so required, the Architect/Engineer will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

1.4 INSTRUCTION

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the work.

END OF SECTION

**SECTION 01710
CLEANING**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Contractor shall, throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section. Failure by any contractor to comply will result in action by the Owner to provide cleanup services which will be back charged to all contractors on the project.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to standards described in this Section comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Contractor shall provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

- A. General; Contractor shall:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials from weather.
 - 2. Not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. At least once a week, and more often if necessary, completely remove all scrap, debris, and waste material from the building and place in a dumpster.
 - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Site:
 - 1. Daily, and more often if necessary, inspect the site and pickup all scrap, debris,

- and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.01-A-1 above.
 3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep interior spaces clean.
 - a. "Clean," for the purposes of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.

PART 4 FINAL CLEANING

- A. "Clean," for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.
- C. Site:
 1. Completely remove resultant debris.
- D. Structures:
 1. Exterior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
 - d. In the event of stubborn stains not removable with water, the Architect/Engineer may require light sandblasting or other cleaning at no additional cost to the Owner.
- E. Schedule final cleaning as approved by the Architect/Engineer to enable the Owner to accept a completely clean Project.

END OF SECTION

SECTION 04730
MANUFACTURED STONE MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Simulated Stone
 - a. Interior Use, dry stack technique
- B. Related Sections:
 - 1. Section 07920 - Joint Sealants
 - 2. Section 09260 - Gypsum Board Systems

1.2 DEFINITIONS

- A. Simulated Stone: Architectural precast stone units intended to simulate natural stone.

1.3 SYSTEM DESCRIPTION

- A. General: Fabricate and install simulated stone to withstand loads from wind, gravity, movement of building structure, and thermally induced movement, as well as to resist deterioration under conditions of normal use including exposure to weather, without failure.
- B. Provide hand-set (field-installed) anchoring system, including connections to building structure that is capable of sustaining forces generated by gravity loads, wind loads, and stresses induced by thermal movement, acting separately or in combination, within the following parameters:

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each type of simulated stone, accessory, and other manufactured products, including certifications that each type complies with specified requirements.
- B. Shop Drawings detailing fabrication and installation of simulated stone cladding. Include setting Drawings indicating sizes, dimensions, sections, and profiles of stones, arrangement and provisions for jointing, supporting, anchoring, and bonding stonework, and details showing relationship with, attachment to, and reception of related work.
 - 1. Include building elevations showing layout of units and locations of joints and anchors.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing simulated stone similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to manufacture required units.
- B. Single-Source Responsibility for Simulated stone: Obtain each color, grade, finish, type, and variety of stone from a single manufacturer with resources to provide materials of consistent quality in appearance and physical properties, including the capacity to mold and finish material without delaying the progress of the work.
- C. Single-Source Responsibility for Mortar and Grout Materials: Obtain mortar ingredients of uniform quality and from one manufacturer for each cementitious and admixture component and from one source or producer for each aggregate.
- D. Single-Source Responsibility for Other Materials: Obtain each type of simulated stone accessory, sealant, and other materials from one manufacturer for each product.

- E. Installer Qualifications; Engage an experienced installer who has completed stone cladding similar in material, design, and extent to that indicated for project that has resulted in construction with a record of 5 years of successful in-service performance.
- F. Sample Panels: Before installing simulated stone, build sample panels, using materials indicated for the completed Work, to verify selection and to demonstrate aesthetic effects. Build sample panels for each type of exposed simulated stone assembly in sizes approximately 48 inches long by 48 inches high by full thickness.
 - 1. Locate panels in the locations indicated or, if not indicated, as directed by Owner's Representative.
 - 2. Build mock-ups for the following types of dimension stonework:
 - a. Mockups may be incorporated into the work. If not, retain mock-ups during construction as standard for judging completed dimensions stonework. When directed, demolish mock-ups and remove from site.
 - 3. Clean exposed faces of panels with masonry cleaner indicated.
 - 4. Maintain sample panels during construction in an undisturbed condition as a standard for judging the completed Work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver simulated stone materials to project in undamaged condition in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store simulated stone 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.
 - 1. Do not use pinch or wrecking bars.
 - 2. Lift with wide-belt-type slings where possible. Do not use wire rope or ropes containing tar or other substances that might cause staining. If required to move stone, use wood rollers with cushions at end of wood slides.
 - 3. Store simulated stone on wood skids or pallets covered with nonstaining, waterproof membrane. Place and stack skids and stones to distribute weight evenly and to prevent breakage or cracking of stones.
 - 4. Protect cast stored stone from weather with waterproof, nonstaining covers or enclosures, but allow air to circulate around stones.
 - 5. Store cementitious materials off the ground, under cover, and in dry location.
 - 6. Do not use salt or calcium-chloride to remove ice from simulated stone surfaces.
- C. Store aggregates where grading and other required characteristics can be maintained, and contamination avoided.
- D. Store simulated stone accessories, including metal items, to prevent deterioration by corrosion and accumulation of dirt.

1.7 PROJECT/SITE CONDITIONS

- A. Protection of Work: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed simulated stone when construction is not in progress.
- B. Staining: Prevent grout, mortar, and soil from staining the face of simulated stone to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such simulated stone.
 - a. Protect base of walls from rain-splashed mud and from mortar splatter by means of coverings spread on ground and over wall surface.

C. Environmental Requirements:

1. Ambient air temperature shall be in accordance with manufacturer's requirements.
2. Maintain materials and surrounding air temperature to minimum 40 degrees prior to, during, and for 48 hours after completion of work.
3. Protect materials from rain, moisture, and freezing temperatures prior to, during, and after 48 hours after completion of work.
4. Allow no construction activity on opposite side of wall during installation, and for 48 hours after completion of work.

PART 2– PRODUCTS

2.1 MATERIALS, GENERAL

- A. Comply with referenced standards and other requirements indicated applicable to each type of material required.

2.2 MANUFACTURERS

A. Approved Manufacturers:

1. Basis of Design: Eldorado Stone, Eldorado Stone, A Headwaters Company
 - a. Stone Veneer Profile: "Stackstone", drystack. Including matching corner pieces.
 - b. Color as selected by Architect. Assume "Castaway" for purposes of bidding.
2. Cultured Stone; Cultured Stone, Division of Owens Corning
3. Approved Substitution
 - a. Sizes and Shapes: As indicated in Interior Finish Index.
 - b. Color & Texture: As indicated in Interior Finish Index.
4. Approved Substitution.

2.3 ACCESSORIES

- A. Cornerstone units for exposed outer edge.

2.4 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C150, Type I, of natural color or white, as needed to produce color indicated.
- B. Hydrated Lime: ASTM C207, Type S
- C. Aggregate: ASTM C144, and as indicated below:
1. For joints narrower than 1/4 inch, use aggregate graded with 100percent passing the No. 8 sieve and 95 percent the No. 16 sieve.
 2. For pointing mortar, use aggregate graded with 100 percent passing the No. 16 sieve.
 3. White Mortar Aggregates: Natural white sand or ground white stone.

2.5 SIMULATED STONE FABRICATION

- A. General: Fabricate simulated stone in sizes and shapes required to comply with requirements indicated, including details on Drawings and final Shop Drawings.
- B. Carefully inspect finished stones at fabrication plant for compliance with requirements relative to qualities of appearance, material, and fabrication. Replace defective stones with ones that do comply.

2.6 MORTAR AND GROUT MIXES

- A. General: Comply with referenced standards and with manufacturers' instructions relative to mix proportions, mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures needed to produce mortars and grouts of uniform quality and with optimum performance characteristics.
 - 1. Do not add admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, antifreeze compounds, or calcium chloride, unless otherwise indicated.
 - 2. Mixing: Combine and thoroughly mix cementitious materials, water, and aggregates in a mechanical batch mixer, unless otherwise indicated. Discard mortars and grout when they have reached their initial set.
- B. Portland Cement/Lime Setting Mortar for Nonpaving Installations: Comply with ASTM C 270, Proportion Specification, for types of mortars and stone indicated below:
 - 1. Set stone with Type N mortar. Color as selected by Architect.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive simulated stone work, and conditions under which materials will be installed, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of dimension stonework. Do not proceed with installation until unsatisfactory conditions have been corrected.
 - 1. For the record, prepare written report, endorsed by installer, listing conditions detrimental to performance of simulated stone work.

3.2 PREPARATION

- A. Advise installers of other work about specific requirements relating to placement of inserts, flashing reglets, metal anchors, and similar items to be used by stonework installer for anchoring, supporting, and flashing of dimension stonework. Furnish installers of other work with Drawings or templates showing locations of these items.
- B. Verify items provided by other sections of work are properly sized and located.
- C. Sheathed Surfaces: Install one layer of weather-resistant barrier with lap joints of 4-inches shingle fashion. Apply code approved metal lath, attach using galvanized nails a minimum of 6-inches on center vertically and 16 inches on center horizontally, which penetrate a minimum of 1-inch into studs. Wrap weather resistant barrier and metal lath a minimum of 16 inches around all outside and inside corners.

3.3 ERECTION

- A. Comply with manufacturer's product data, including product technical bulletins and installation instructions.
- B. General: Install/set all units and accessories accurately, using skilled, experienced personnel, according to approved shop and setting drawings.
 - 1. Use stone-fitters to perform field-cutting with power saws, when required.
 - a. Cut masonry units with wet-saw.
- C. Clean stone surfaces before setting, using only water or mild cleaning compounds containing no caustic or abrasives. Clean cut units using a stiff fiber brush and clean water. Allow units to surface dry prior to placement.
- D. Provide chases, reveals, openings, and other spaces required to accommodate other work. Close up after other work is complete with simulated stone which matches stone already set.

- E. Mortar: Apply 3/4 inch of mortar to lath, covering a maximum of 10 square feet at one time. Press the units firmly into position in soft mortar bed, wiggle and apply slight pressure to unit to ensure firm bonding causing mortar to extrude slightly around edges of units.
 - 1. For stones applied in hot or dry weather, the back of each piece shall be moistened with a fine spray of water or a wet brush to adequately prevent excessive absorption of moisture from the mortar. If being installed over concrete, masonry or scratch coat substrate, the substrate surface area should also be dampened before applying mortar.
 - 2. Applications should be protected from freezing, as mortar will not set up properly under such conditions. Do NOT use antifreeze compounds to lower the freezing point of mortar.
- F. Movement Control Joints
 - 1. Construct movement joints in locations noted on Drawings.
 - 2. Do not continue horizontal joint reinforcing across movement control joints.
 - 3. Form movement control joints by leaving head joints between stacked units void of mortar, ready for application of bond breaker and joint sealant.
 - 4. Size joint in accordance with Section 07 92 00 for sealant performance.
- G. Setting Units: Press each stone into the mortar setting bed firmly enough to squeeze some mortar out around the stone's edges. Apply pressure to the stone to ensure a good bond. Ensure complete coverage between the mortar bed and the surface of the stone. Mortar may also be applied to the entire back of the stone.
- H. Shim and adjust anchors, supports, and accessories.

3.4 PROTECTION

- A. Protect work during erection as follows:
 - 1. Cover top of walls with nonstaining waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress. Extend cover a minimum of 24 inches down both sides and hold securely in place.
 - 2. Prevent staining of stone from mortar, grout, sealants, and other sources. Immediately remove such materials from stone without damage to latter.
 - 3. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.
 - 4. Protect sills, ledges, and projections from droppings of mortar and sealants.
- B. Provide final protection and maintain conditions in a manner acceptable to fabricator and installer ensuring dimension stonework being without damage or deterioration at time of Substantial Completion.

3.5 ADJUSTING AND CLEANING

- A. General: Perform final cleaning as soon as possible after mortar has set and been tooled. Clean faces of stone at pointed joints immediately. Remove soiled areas, streaks and stains from prefinished panels using clean water and soft bristle brush, followed by clear water rinse.
- B. Use no wire brushes, acid-type cleaning agents, cleaning compounds with caustic or harsh fillers, or other materials or methods which could damage, discoloration, etching of surfaces or joints, without written approval from simulated stone manufacturer.
- C. Clean stone surfaces that have become dirty or stained prior to setting to remove soil, stains, and foreign materials. Clean stones by thoroughly scrubbing stones with fiber brushes followed by a thorough drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh filler or abrasives.

- D. Remove and replace or repair simulated stone work of the following description:
1. Broken, chipped, stained, or otherwise damaged stones. Broken, chipped, stained, or otherwise damaged stone may be repaired, providing the methods and results are acceptable to Architect.
 2. Defective joints.
 3. Stones and joints not matching approved samples and field-constructed mock-up.
 4. Simulated stone work not complying with other requirements indicated.
- E. Acceptable Appearance: Simulated stone shall show no obvious repairs or imperfections, other than minimal color variations, when viewed with the unaided eye at a 20 foot distance in normal daylight conditions.
- F. Replace in manner that results in dimension stonework matching approved samples and field-constructed mock-ups, complying with other requirements, and showing no evidence of replacement.
- G. Remove protection materials upon substantial performance of the work or when risk of damage is no longer present.

END OF SECTION

**SECTION 06100
ROUGH CARPENTRY**

PART 1- GENERAL

1.1 WORK INCLUDED

- A. Rough carpentry.
- B. Framing with non-combustible dimensional lumber
- C. Fire treated non-combustible lumber.
- D. Blocking & curbing.
- E. Plywood backing panels

1.2 REFERENCES

- A. AFPA-National Design Specification for Wood Construction
- B. AITC 112-Standard for Tongue-and-Groove Heavy Timber Roof Decking
- C. APA-American Plywood Association
- D. AWWPA-American Wood Preserver's Association
- E. MIL-L-1914-C: Lumber and Plywood, Fire Retardant Treated
- F. PS 20-American Softwood Lumber Standard

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
 - 1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.
- C. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Fire-retardant-treated wood.

1.4 QUALITY ASSURANCE

- A. Rough Carpentry Lumber: Visible grade stamp, of agency certified by the American Forest & Paper Association (AFPA)

PART 2- PRODUCTS

2.1 MATERIALS

- A. General: Material shall conform to these specifications and to the applicable current editions of the Standard Specifications of ASTM and CBC.
- B. Lumber Grading:
 - 1. Douglas Fir: "Standard Grading and Dressing Rules," No. 17, West Coast Lumber Inspection Bureau.
 - 2. Redwood: "Standard Specifications for Grades of Redwood Lumber" as issued by California Redwood Association.
 - 3. Plywood: U.S. Product Standard PS1 (latest edition), grade stamped and edge branded to DFPA Standards of the APA - The Engineered Wood Association.
- C. Lumber Grade Marking: Each piece of lumber shall bear the official grade mark of the appropriate inspection bureau of the American Lumber Association, California Redwood Association, WCLIB, etc.

- D. Lumber Size and Patterns: Surface four sides, dress sizes to UBC Chapter 23; work to sizes shown. Sizing and surfacing shall be as required and approved for the particular location. Framing shall be sized and where exposed shall be surfaced.
- E. Fir Plywood: U.S. Product Standard PS1 (latest edition), grade stamped and edge branded to DFPA Standards of the American Plywood Association.
- F. Dimensional lumber 2 inches (50 mm) or less in thickness shall have an average moisture content of 19 percent or less but no portion of a shipment shall be over 25 percent. Air dried lumber is desired but, if necessary, lumber may be kiln dried, however, the drying process must be slow and regulated to cause only an amount of checking comparable with air-dried stock. Wood thicker than 2-1/2 inches (63 mm) shall be well seasoned stock, moisture content not to exceed 18 percent.
- G. Sills and equipment curbs which rest on concrete shall be foundation grade Redwood or preservative pressure treated Douglas Fir.
- H. Framing, blocking, backing, etc., unless otherwise shown, shall be Douglas Fir. All interior wood and plywood used for blocking and built into roofing, or otherwise shown shall receive fire retardant pressure treatment in accordance with paragraph 2.5.B. Exterior stair framing and decking, and wood exposed to the exterior, or otherwise shown, shall receive the preservative type pressure treatment in accordance with paragraph 2.5.A.

2.2 LUMBER FASTENINGS (except for preservative pressure treated lumber fastenings)

- A. Nails and Spikes: Common Wire unless otherwise noted
 - 1. Nailing of wood members shall conform to Uniform Building Code and/or as indicated. Box nails are not permitted.
 - 2. Penetration: half-length of nail into piece receiving point.
 - 3. To connect pieces 2 inches (25 mm) net in thickness, 16d nails may be used.
 - 4. Do not drive nails closer together than half their length, nor closer to edge of piece of lumber or timber than 1/4 their length.
 - 5. Spacing and size of nails to be such that splitting will not occur. Pre-bore holes for nails wherever necessary to prevent splitting. Bore diameter of holes smaller than diameter of nail or spike (3/4 dia.).
 - 6. For plywood nailing, barbed plywood nails, size and spacing as indicated. Nails shall have edge distances of not less than 3/8 inch (9.5 mm).
 - 7. Use galvanized nails where exposed to weather or where members are built-in to roofing.
- B. Screws: Bright steel wood screws:
 - 1. Screws are to be turned into place, not driven. Self-tapping where required for fastening to metal framing.
 - 2. Countersink where heads will interfere or as required.
 - 3. Screw bolt holes the same diameter and depth as shank; bore holes for threaded portion of screws with bit no larger than base of thread.
 - 4. Use galvanized or cadmium plated screws on fastenings exposed to weather or where members are built-in to roofing.
- C. Bolts: Standard mild steel, square or hex head machine bolts with square nuts and malleable iron or steel plate washers, conforming to ASTM A307.
 - 1. To be installed in drilled holes the diameter of the bolt, 1/32 inch (0.8 mm) to 1/16-inch (1.6 mm) over size.
 - 2. Bolting of wood members shall conform to CBC requirements and as called for on the drawings.
 - 3. Washers: Provide bolts bearing on wood, unless noted otherwise on the drawings, with malleable iron, or steel plate washers under heads and nuts. Do no final bolting until structure has been properly aligned.
 - 4. Use galvanized bolts, nuts and washers where exposed to weather or where members are built-in to roofing.
- D. Lag Screws: Conform to "National Design Specification for Stress Graded Lumber and Its

- Fastenings," NFPA, latest edition.
- E. Lag screws shall be screwed and not driven into place. Penetration in each timber shall not be less than 2/3 of the length of the lag screw.
 - F. Hole shall be bored the same diameter and depth as the shank, after which the hole shall be continued to a depth equal to the length of the lag screw with a diameter no larger than 3/4 of the shank diameter.
 - G. Washers: Provide lag screws bearing on wood with malleable iron or steel plate washers under heads.
 - H. Use galvanized lag screws and washers where exposed to weather or where members are built-in to roofing.

2.3 ROUGH HARDWARE (except for preservative pressure treated lumber fastenings)

- A. Provide rough hardware related to carpentry work which is not specifically called out under other headings. This shall include, but not be limited to, the following:
 - 1. General: Fastenings, devices, and other rough hardware not specifically indicated on drawings or specified herein shall be submitted for approval prior to installation. Conform to ASTM A7 or A36.
 - 2. Framing clips, hangers, etc.: Standard products of Universal Company, Simpson, or Silver.
 - 3. Sheet metal straps: Galvanized sheet steel of gauges and designs indicated.
 - 4. Expansion anchors shall have a current ICC evaluation report and be size, number and type shown, installed as described in the evaluation report.
 - 5. Powder Driven Fasteners: shall have a current ICC evaluation report and be size, number and type shown, installed as described in the evaluation report.

2.4 PRESSURE TREATMENT

- A. Where called for on the drawings or specified herein, exposed lumber to receive preservative-type pressure treatment shall have a minimum moisture content of 19 percent after pressure treatment and shall be pressure treated using Ammoniacal copper quaternary compound (ACQ). Preservative shall penetrate a minimum of 3/8-inch (9.5 mm) deep into wood. Materials shall be compatible with stain coatings when specified in Division 09 Section "Painting". Fasteners and connectors used with preservative pressure treated lumber shall be G185 hot dip galvanized, Type 304 stainless steel or Type 316 stainless steel.
- B. Dimensioned Lumber Posts: AWWA C-2, retention of 0.4 lbs/c.f. per quality standard for LP-22 for in-ground contact.
- C. Dimensioned Lumber (all other): AWWA C-2, retention of 0.25 lbs/c.f. per quality standard LP-2 for above ground use.
- D. Pre-treated lumber shall be preserved with ACQ Preserve®, Chemical Specialties Inc.
- E. Field treatment shall be Boracol® or Impel® Rods, Chemical Specialties Inc. applied in accordance with the manufacturer's instructions.

2.5 FIRE RETARDANT

- A. All interior wood and plywood used for blocking and built into roofing, or otherwise shown, shall receive fire retardant pressure treatment in accordance with American Wood Preservers Association (AWPA). Treat wood with Kopper's "Non-Com", or Baxter fire retardant treatment, or equal, and provide UL label. Plywood shall have flame spread rating after treatment of 25 or less.
- B. Subcontractor shall furnish to the Project Manager, upon delivery of the members to the job, a certificate certifying that the material has been pressure treated as specified.

PART 3- EXECUTION

3.1 FRAMING, FURRING, AND STRIPPING

- A. Erect wood framing, furring, stripping and nailing members true to lines and levels. Do not deviate from true alignment more than 1/4".
- B. Space members at 16" on center, unless shown otherwise on the plans.
- C. Construct members of continuous pieces of longest possible lengths.
- D. Construct and erect required built-up beams, lintels, and headers. Members made up of multiple plies of nominal 2" lumber shall be glued and nailed. All individual plies shall be full length. Splices of plies are not permitted.
- E. Double wall framing members at openings over 100 square inches. Space short members above and below openings in same manner as for walls.
- F. Provide double joist headers at joist ends and around floor and ceiling openings. Bridge floor joists at midspan of members.
- G. Place full width continuous sill flashings under framed walls placed on cementitious foundations. Lap joints 4".

END OF SECTION

SECTION 07900 JOINT SEALERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. The sealing of joints indicated drawings and locations indicated in this section.
 - 2. The sealing of interior joints, including:
 - a. Wall joints, including expansion and control joints.
 - b. Joints around perimeter of any frame.
 - c. Joints between countertops and walls.
 - d. Openings where items pass through interior walls exposed.
 - e. Openings where items pass through interior gypsum board ceilings exposed.
 - f. Hard ceilings to masonry.
 - g. Floor joints in ceramic tile.
 - h. Corner wall joints at ceramic tile installations for full height of wall.
- B. Joints of a nature similar to that of joints indicated on this summary shall be sealed with same sealer, whether indicated on drawings to be sealed or not.

1.2 REFERENCES

- A. ASTM C 834 – Standard Specification for Latex Sealants.
- B. ASTM C 719-93 -- Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle); 1993.
- C. ASTM C 919 Standard Practice for Use of Sealants in Acoustical Applications.
- D. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- E. ASTM C 1193 - Standard Guide for Use of Joint Sealants.
- F. FS TT-S-00227E – Interim Federal Specification for Sealing Compound: Elastomeric Type, Multi-Component
- G. FS TT-S-00230C – Interim Federal Specification for Sealing Compound: Elastomeric Type, Single Component
- H. FS TT-S-001543 – Interim Federal Specification for Sealing Compound; Silicone Rubber Base.

1.3 DEFINITIONS

- A. Substrates:
 - 1. M-type substrates: Concrete, concrete masonry units, brick, mortar, natural stone. The term "masonry" means brick, stone, and concrete masonry work.
 - 2. G-type substrates: Glass and transparent plastic glazing sheets.
 - 3. A-type substrates: Metals, porcelain, glazed tile, and smooth plastics.
 - 4. O-type substrates: Wood, unglazed tile; substrates not included under other categories.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data on each joint sealer, with instructions for substrate preparation and installation.
- B. Samples for Color Selection: Cured samples of actual products showing manufacturer's full range of colors. (Products exposed to view only.)
- C. Substrate Test Report for Each Sealer.
- D. Field Installation Test Reports.
- E. Certificates: For each sealer, provide manufacturer's certificate stating that the product complies with the specifications and is appropriate for the use it is being put to.

- F. Installer's Pre-construction Inspection Report: List all conditions detrimental to performance of joint sealer work.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Similar installations completed within 5 years before start of this project.
 - 2. Lead mechanic assigned from among those experienced on previous similar projects.
- B. Substrate Tests: Have samples of actual substrate materials tested by manufacturer(s) of sealer products.
 - 1. Test to determine what preparation procedures (if any) is necessary to make sealers adhere properly under environmental conditions that may occur during installation.
 - 2. Test to determine compatibility with substrates, backers, and secondary seals, if any.
 - 3. Use manufacturer's standard test methods.
 - 4. Report the sealer manufacturer's recommendations for substrate preparation and sealer installation and identify specific primer(s) required.
 - 5. The requirement for testing for this project will be waived if test reports based on previous testing of the products and substrates to be used are acceptable to the Architect.
- C. Mock-ups: Before beginning installation, install sealers in joints in actual construction as directed by the Architect, to show color, materials, and installation. Keep mock-ups intact as the standard for evaluating the completed work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original containers or bundles with labels showing manufacturer, product name or designation, color, shelf life, and installation instructions.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install sealers if any of the following conditions exist:
 - 1. Air or substrate temperature exceeds the range recommended by sealer manufacturer or is below 60 degrees F.
 - 2. Substrate is wet, damp, or covered with snow, ice, or frost.
- B. Dimensional Limitations: Do not install sealers if joint dimensions are less than or greater than that recommended by sealer manufacturer; notify the Architect and get sealer manufacturer's recommendations for alternative procedures.

1.8 WARRANTY

- A. Submit written warranty signed by contractor and installer guaranteeing to correct failures in sealer work that occur within 5 years after substantial completion, without reducing or otherwise limiting any other rights to correction which the owner may have under the contract documents. Failure is defined as failure to remain weather-tight due to faulty materials or workmanship. Correction is limited to replacement and installation of sealers.

PART 2- PRODUCTS

2.1 MATERIALS – GENERAL

- A. General: Provide only products which are recommended and approved by their manufacturer for the specific use to which they are put and which comply with all requirements of the contract documents.
 - 1. For each generic product, use only materials from one manufacturer.
 - 2. Provide only materials, which are compatible with each other and with joint substrates.
 - 3. Colors of exposed sealers: As selected by the Architect from manufacturer's standard colors.

- B. Manufacturers: Products of the manufacturers listed, provided they comply with requirements of the contract documents will be among those considered acceptable.
 - 1. Sealants:
 - a. Sonneborn Building Products
 - b. Dow Corning Corporation.
 - c. Pecora Corporation.
 - d. GE Silicones.
 - e. Tremco, Inc.
 - 2. Compressible foam sealer:
 - a. Emseal Joint Systems Ltd.
 - b. Illbruck Will-Seal Division/Illbruck, Inc.
 - c. Polyite Manufacturing Corporation.

2.2 ELASTOMERIC SEALANTS

- A. Elastomeric Sealants - General: Chemically curing elastomeric sealants of types indicated, complying with ASTM C 920, including specific Type, Grade, Class, and Uses indicated, as well as all other requirements specified.
 - 1. Where movement capability exceeding that measured by ASTM C 920 is specified, sealant shall withstand the total movement indicated while remaining in compliance with the other requirements specified, when tested in accord with ASTM C 719, with base joint width measured at the time of application.
 - 2. For M-type substrates: Comply with requirements for Use M.
 - 3. For G-type substrates: Comply with requirements for Use G.
 - 4. For A-type substrates: Comply with requirements for Use A.
 - 5. For O-type substrates: Comply with requirements for Use M (minimum) and Use O for the particular substrate.
- B. High Strength Silicone Sealant: One-part, acid- or non-acid-curing, Type S, Grade NS, Class 25, Use NT; with not over plus or minus 30 percent movement capability.
- C. Mildew-Resistant Silicone Sealant: One-part, Type S, Grade NS, Class 25, Use NT, formulated with fungicide, for interior use on nonporous substrates.
- D. Silicone Sealant for Use T: One-part, non-acid curing, Type S, Grade NS, Class 25, Use T, Use M, plus movement capability of 50 percent in both extension and compression.
- E. Two-Part Nonsag Low-Modulus Urethane Sealant: Type M, Grade NS, Class 25, Use NT, plus movement capability of 50 percent in both extension and compression.
- F. Multipart Pourable Urethane Sealant: Type M, Grade P, Class 25, Use T.
- G. Nonsag Urethane Sealant for Use T: Type S or M, Grade NS, Class 25, Use T.
- H. One-Part Nonsag Low-Modulus Urethane Sealant: Type S, Grade NS, Class 25, Use NT, plus movement capability of 50 percent in both extension and compression.
- I. One-Part Pourable Urethane Sealant: Type S, Grade P, and Class 25, Use T.

2.3 SOLVENT-RELEASE-CURING SEALANTS

- A. Butyl Sealant: Nonsag, one part, solvent-release-curing; complying with FS A-A-272, Type III; nonstaining; paintable.

2.4 NONCURING SEALERS

- A. Noncuring Butyl Sealant: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic rubber sealant.

2.5 SEALANT BACKERS

- A. Backers - General: Non-staining; recommended or approved by sealant manufacturer for specific use.

- B. Backer Rods: Flexible, nonabsorbent, compressible polyurethane foam, either open-cell or non-gassing closed-cell, unless otherwise restricted by sealant manufacturer; preformed to appropriate size and shape.
- C. Bond-Breaker Tape: Self-adhesive, polyethylene or other plastic tape, unless otherwise restricted by sealant manufacturer; suitable for preventing sealant adhesion.

2.6 MISCELLANEOUS MATERIALS

- A. Primers: Use primers determined to be required by substrate tests.
- B. Cleaners: As recommended by sealer manufacturer and not damaging to substrates.
- C. Masking Tape: Nonabsorbent, non-staining.
- D. Tooling Agents: Approved by sealant manufacturer; non-staining to sealant and substrate.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine joints for characteristics that may affect sealer performance, including configuration and dimensions.
- B. Do not begin joint sealer work until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Cleaning: Just before starting sealer installation, clean out joints in accord with recommendations of sealer manufacturers and as follows:
 - 1. Remove all material that could impair adhesion, including dust, dirt, coatings, paint, oil, and grease. Exception: Materials tested to show acceptable adhesion and compatibility.
 - 2. Dry out damp and wet substrates thoroughly.
 - 3. Clean M-type and O-type substrates by suitable mechanical or chemical methods.
 - 4. Remove loose particles by vacuuming or by blowing with oil-free compressed air.
 - 5. Concrete: Remove laitance and form-release coatings.
 - 6. Clean A-type and G-type substrates by chemical or other methods, which will not damage the substrate.
 - 7. Use methods, which will not leave residues that will impair adhesion.
- B. Priming prime substrates as recommended by sealer manufacturer.
- C. Masking Tape: Use masking tape to keep primers and sealers off of adjacent surfaces which would be damaged by contact or by cleanup. Remove tape as soon as practical.
- D. Install fillers where needed to provide proper joint depth or support for sealant backers.

3.3 INSTALLATION

- A. Comply with sealer manufacturers' installation instructions and recommendations, except where more restrictive requirements are specified.
- B. Gunnable and Pourable Sealants: Comply with recommendations of ASTM C 1193.
- C. Sealants in Acoustical Assemblies: Comply with recommendations of ASTM C 919.
- D. Backers:
 - 1. Install backers at depth required resulting in shape and depth of installed sealant, which allows the most joint movement without failure.
 - a. Make backers continuous, without gaps, tears, or punctures.
 - b. Do not stretch or twist backers.
 - 2. Use bond-breaker tape where indicated and wherever it is necessary to keep sealant from adhering to back or third side of joint.
 - 3. If backers become wet or damp before installation of sealant, dry out thoroughly before proceeding.
- E. Sealants: Use methods recommended by manufacturer; completely fill the joint; make full contact with bond surfaces; tool nonsag sealants to smooth surface eliminating air pockets.

1. Use concave joint shape shown in Figure 5A in ASTM C 1193, where not otherwise indicated.
 2. Use flush joints shape shown in Figure 5B in ASTM C 1193, where indicated.
- F. Compressible Foam Sealers: Use methods recommended by manufacturer; do not stretch; use as few end joints as possible; make tight, sealed joints at corners and intersections; in cold weather, accelerate expansion using heat.

3.4 PROTECTION AND CLEANING

- A. Clean surfaces adjacent to joints as work progresses and before sealants set using methods and materials approved by manufacturers of sealers and of surfaces to be cleaned.
- B. Protect joint sealers from contamination and damage.
- C. Remove and replace damaged sealers.

3.5 SCHEDULE OF JOINT SEALERS

- A. General: Unless otherwise indicated, joints around perimeter of frames, where indicated to be sealed, are to be sealed using sealer specified for the substrate adjacent to the frame.
- B. General-Purpose Interior and Exterior Applications:
 1. Sealant:
 - a. Single component polyurethane.
 - b. Two component polyurethane.
 - c. Polysulfide.
 - d. Silicone.
 2. Applications:
 - a. Joints and recesses between adjacent constructions and frames, sills, and subsills of windows, doors, curtainwall, storefront, and louvers.
 - b. Coping joints and wash joints in precast concrete, cast stone, or natural stone.
 - c. Masonry joints beneath shelf angles.
 - d. Around penetrations in exterior walls.
 - e. Under door thresholds and at bottom of door frames.
- C. Interior Wetted Areas:
 1. Sealant: Silicone.
 2. Applications: Between adjacent construction and vanities, shower stalls, bathtub and shower enclosures, sinks, counter tops, plumbing cut-outs, and plumbing fixtures.
- D. Interior High-Movement Joints:
 1. Sealant:
 - a. Single component polyurethane.
 - b. Two component polyurethane.
 - c. Polysulfide.
 - d. Silicone.
 2. Applications:
 - a. At resilient joint between interior partitions and floor framing above.
- E. Other Interior Applications:
 1. Sealant:
 - a. Single component polyurethane.
 - b. Two component polyurethane.
 - c. Polysulfide.
 - d. Silicone.
 2. Applications:
 - a. Between adjacent construction and equipment, shelving, casework, and furniture.
 - b. Perimeters of door and window frames, access panels.
 - c. Between interior partitions and adjoining concrete or steel columns, walls, or other construction.
 - d. Other exposed locations within partitions to seal against passage of air.
 - e. Other interior joints of small dimension which require painting.

- f. Gypsum board partitions:
 - 1) Between gypsum panels and metal track at floors and dissimilar walls; install sealant just prior to installation of gypsum panel.
 - 2) Seal control joints prior to installing control joint trim.
- 3. Allow sealant to cure before painting over joint.
- F. Interior Traffic Surfaces:
 - 1. Sealant:
 - a. Two component self-leveling polyurethane.
 - b. Single component self-leveling polyurethane.
 - 2. Applications:
 - a. Control and expansion joints in floors.
- G. Interior Surface at Ceramic Tile Installation:
 - 1. Sealant
 - a. Two component non-sag urethane sealant.
 - 2. Applications:
 - a. Control joints in ceramic tile.
- H. Glazing:
 - 1. Primer: None.
 - a. Glass (non-coated).
 - b. Ceramic tile, quarry tile.
 - 2. Primer:
 - a. Aluminum (anodized and mill finish).
 - b. Iron and steel (carbon, stainless, galvanized).
 - c. Plastic (ABS, PVDF, polyurethane, PVC).
 - d. Wood.
 - e. Marble, slate.
 - f. Concrete.
 - 3. Sealant:
 - a. Silicone.
 - 4. Applications:
 - a. Glazing, including butt and lap sheer joints, stopless glazing, and cap, head and toe bead in conventional glazing.
 - b. Storefront.

END OF SECTION

**SECTION 09260
GYPSUM BOARD SYSTEMS**

PART 1- GENERAL

1.1 SECTION INCLUDES

- A. Metal stud interior partition framing.
- B. Metal channel ceiling framing.
- C. Gypsum board.
- D. Taped and sanded joint treatment.

1.2 REFERENCES

- A. ANSI/ASTM A90 - Test Method for Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles.
- B. ANSI/ASTM A446/A446M - Steel Sheet, Zinc-Coating (Galvanized) by The Hot-Dip Process, Structural Quality.
- C. ANSI/ASTM A525 - General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by The Hot-Dip Process.
- D. ANSI/ASTM A568 - General Requirements for Steel, Carbon and High -Strength Low-Alloy Hot-Rolled Sheet and Cold-Rolled Sheet.
- E. ANSI/ASTM A754 - Test Method for Coating Thickness by X-ray Fluorescence.
- F. ANSI/ASTM C36 - Gypsum Wallboard.
- G. ANSI/ASTM C7A - Gypsum Sheathing Board
- H. ANSI/ASTM C442 - Gypsum Backing Board.
- I. ANSI/ASTM C475 - Joint Treatment Materials for Gypsum Wallboard Construction.
- J. ANSI/ASTM C630 - Water Resistant Gypsum Backing Board.
- K. ANSI/ASTM C646 - Steel Drill Screws for the Application of Gypsum Sheet Material to Light Gage Steel Studs.
- L. ANSI/ASTM C645 - Non-Load (Axial) Bearing Steel Studs, Runners (Track), and Rigid Furring Channels for screw Application of Gypsum Board.
- M. ANSI/ASTM C754 - Installation of Framing Members to Receive Screw Attached Gypsum Wallboard, Backing Board, or Water Resistant Backing Board.
- N. ANSI/ASTM D2394 - Compressive Strength Testing.
- O. ANSI/ASTM E90 - Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
- P. ANSI/ASTM E119 - Fire Tests of Building Construction and Materials.
- Q. E376 - Recommended Practice for Measuring Coating Thickness by Magnetic-Field or Eddy-Current (Electromagnetic) Test Methods.
- R. FS HH-I-521 - Insulation Blankets, Thermal (Mineral Fiber, for Ambient Temperatures).
- S. GA-201 - Gypsum Board for Walls and Ceilings.
- T. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board.
- U. ANSI/ASTM A108.11 - Standard for Interior Installation of Cementitious Backer Units.
- V. ANSI/ASTM A118.9 - Standard for Test Methods and Specifications for Cementitious Backer Units.

1.3 QUALITY ASSURANCE

- A. Applicator: Company specializing in gypsum board systems work with five years documented experience and approved by manufacturer.

1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable code for fire rated assemblies in conjunction with this Section.
- B. Contractor shall follow applicable UL Designs for fire rated assemblies.

1.5 SUBMITTALS

- A. Submit Shop Drawings and Product Data under provisions of Division I.
- B. Indicate on Shop Drawings, special details associated with fireproofing, acoustic seals.
- C. Provide Product Data on metal framing, gypsum board, and joint tape.
- D. Submit copy of mill certificates for steel stud framing system materials.

PART 2-PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - (GYPSUM BOARD SYSTEM)

- A. U.S. Gypsum System.
- B. Gold Bond Gypsum System.
- C. Substitutions: Under provisions of Division I.

2.2 FRAMING MATERIALS

- A. Studs and Tracks: ANSI/ASTM C645; galvanized sheet steel 20 gage, 'C' shape, with embossed flanges, 1-1/4" wide minimum, thickness per partition schedule on drawings.
 - 1. Dale Industries, Inc.
 - 2. Marino Industries Corp.
 - 3. Dietrich Industries, Inc.
 - 4. Unimast, Inc.
 - 5. Substitutions: Under provisions of Division I.
- B. Furring, Framing and Accessories: ANSI/ASTM, C645.
- C. Fasteners: ANSI/ASTM C514, C646, GA 201 and GA 216.
- D. Adhesive: ANSI/ASTM C557, GA201 and GA216.
- E. Finish: Hot-Dipped galvanized, minimum G30 per ASTM A525.

2.3 BOARD MATERIALS

- A. Impact Resistant Gypsum Board: Surface Abrasion, Indentation and Impact Test ASTM C1629, ASTM C1396, 3/8" and 5/8 inch thickness (refer to drawings), ends square cut tapered edges.
 - 1. Basis of Design: Gold Bond BRAND Hi-Impact® XP® Gypsum Board
 - 2. Core: Fire-resistance rated gypsum core, with additives to enhance mold/mildew resistance, surface indentation resistance, impact resistance and moisture and mold resistant
 - 3. Surface paper: Abrasion resistant, 100 percent recycled content moisture/mold/mildew resistant paper on front, back and long edges
 - 4. Panel complies with Type X requirements of ASTM C 1396
 - 5. Surface Abrasion Resistance: Classification Level 3 in accordance with ASTM C 1629
 - 6. Indentation Resistance: Classification Level 1 in accordance with ASTM C 1629.
 - 7. Soft Body Impact Resistance: Classification Level 3 in accordance with ASTM C 1629
 - 8. Hard Body Impact Resistance: Classification Level 3 in accordance with ASTM C 1629.
 - 9. Mold/Mildew Resistance: 10 when tested in accordance with ASTM D 3273
- B. Flexible Cement Board
 - 1. Basis of Design: PermaBase Flex® BRAND Cement Board
 - 2. Panel Physical Characteristics
 - a. Core: Cementitious, water-durable
 - b. Surface: Fiberglass mesh on front and back
 - c. Long Edges: Tapered
 - d. Overall Thickness: 1/2 inch
 - e. Panel complies with requirements of ASTM C 1325 and ANSI A118.9
 - f. Density: 72 lbs per cu. ft.

- g. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473

2.4 ACCESSORIES

- A. Acoustical Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- B. Edge Trim: GA201 and GA216; Zinc coated. Type used shall be as Follows:
 - 1. No. 800 Corner Bead.
 - 2. No. 093 Control Joint.
 - 3. No. 200-A and/or 200-B Edge Trim.
 - 4. No. 400 Edge "J" Trim.
 - 5. No. DWC-20 Furring Channel.
- C. Joint Materials: ANSI/ASTM C475; GA 201 and GA 216; reinforcing tape, joint compound, adhesive, water, and fasteners.
- D. Fasteners: Minimum 3/8 inches longer than total gypsum board applied; self drilling type with a "Bugle head" (minimum of 0.314 inches diameter with a "Phillips" driving recess); non-bleeding, non-corrosive finish treatment at interior locations, hot-dipped galvanized at gypsum sheathing. Type-S for metal frame construction.

PART 3- EXECUTION

3.1 INSPECTION

- A. Verify that site conditions are ready to receive work and opening dimensions are as indicated on Shop Drawings.
- B. Beginning of installation means acceptance of existing surfaces.

3.2 METAL STUD INSTALLATION

- A. Install studding in accordance with ANSI/ASTM C754, GA 201, and GA 216.
- B. Metal Stud Spacing: 16 inches on center.
- C. Partition Heights: To suspended ceilings and full height to floor or roof construction above. Install additional bracing for partitions extending above ceiling; ie: Studs at 48" on center diagonally each direction.
- D. Door Opening Framing: Install double 20 gage studs at door frame jambs.
- E. Blocking: Bolt or screw steel channels to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories, and hardware.
- F. Coordinate installation of bucks, anchors, blocking, electrical and mechanical work placed in or behind partition framing.

3.3 WALL FURRING INSTALLATION

- A. Erect wall furring for direct attachment to concrete block and concrete walls.
- B. Erect furring channels horizontally. Secure in place on alternate channel flanges at maximum 24 inches on center.
- C. Space furring channels maximum 24 inches on center, not more than 4 inches from floor, ceiling lines, and abutting walls.
- D. Erect free-standing metal stud framing tight to concrete masonry walls, attached by adjustable furring brackets in accordance with manufacturer's instructions.

3.4 CEILING FRAMING INSTALLATION

- A. Install in accordance with ANSI/ASTM C754, GA 201, and GA 216.
- B. Coordinate location of hangers with other work.
- C. Install ceiling framing independent of walls, columns, and above-ceiling work using a suspended "T" system; or, 1-1/2" Black Iron channels.

- D. Reinforce openings in ceiling suspension system which interrupt main carrying channels or furring channels, with lateral channel bracing. Extend bracing minimum 24 inches past each end of openings.
- E. Laterally brace entire suspension system.

3.5 GYPSUM BOARD INSTALLATION

- A. Install gypsum board in accordance with GA 201 and GA 216.
- B. Erect single layer board in vertical direction, with ends and edges occurring over firm bearing.
- C. Erect exterior gypsum sheathing horizontally, with grooved edges down, with edges buffed tight and ends occurring over firm bearing.
- D. Receive and install special metal flashing to receive masonry through-wall flashing at locations indicated on the drawings (flashing furnished by Section 04300).
- E. Use screws when fastening gypsum board to metal furring or framing.
- F. Do not approach board edge any closer than 3/8 inch. Screw pattern shall be:
 - 1. Walls:
 - a. 12" on center in field.
 - b. 8" on center all edges.
 - 2. Ceilings:
 - a. 12" on center in field.
 - b. 7" on center all edges.
 - 3. Gypsum sheathing (hot-dipped galvanized screws):
 - a. 8" on center in field
 - b. 4" on center on edges and ends
- G. Double Layer Applications: Use gypsum-backing board for first layer, placed perpendicular to framing or furring members. Place second layer perpendicular to first layer. Offset joints of second layer from joints of first layer.
- H. Treat cut edges and holes in moisture resistant gypsum board and exterior gypsum ceiling board with sealant.
- I. Place control joints consistent with lines of building spaces as indicated.
- J. Place corner beads at external corners as indicated. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials as indicated.

3.6 JOINT TREATMENT

- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
- B. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.
- C. Sanding is not required at surfaces behind adhesive applied ceramic tile on walls.
- D. Erect in accordance with manufacturer's instructions.

3.7 TOLERANCES

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

**SECTION 09650
RESILIENT FLOORING**

PART 1– GENERAL

1.1 Summary

A. Section Includes:

1. Flooring and accessories as shown on the drawings and schedules and as indicated by the requirements of this section.
2. Vinyl Base Flooring

1.2 Related Sections:

- A. Other Division 9 sections for floor finishes related to this section but not the work of this section
- B. Division 3 Concrete; not the work of this section
- C. Division 6 Wood and Plastics; not the work of this section
- D. Division 7 Thermal and Moisture Protection; not the work of this section

1.3 References

- A. Armstrong Technical Manuals
- B. Armstrong Guaranteed Installation Systems manual, F-5061
- C. ASTM International:
 1. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
 2. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
 3. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
 4. ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring
 5. ASTM F 1700 Standard Specification for Solid Vinyl Tile
 6. ASTM F 1861 Standard Specification for Resilient Wall Base
 7. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
 8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes
- D. National Fire Protection Association (NFPA):
 1. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
 2. NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials

1.4 System Description

A. Performance Requirements:

1. Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

B. Administrative Requirements

1. Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.

2. Pre-installation Testing: Conduct pre-installation testing as follows: moisture tests, bond test, and pH test.

1.6 Sequencing and Scheduling

- A. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.
- B. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

1.7 Submittals

- A. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions (latest edition of Armstrong Guaranteed Installation Systems manual, F-5061. for flooring and accessories.
- B. Submit the manufacturer's standard samples showing the required colors for flooring and applicable accessories.
- C. Tech Data and MSDS
- D. Submit Material Safety Data Sheets (MSDS) available for flooring product, adhesives, patching/leveling compounds, floor finishes and cleaning agents.

1.8 Closeout

- A. Closeout Submittals: Submit the following:
 1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 2. Warranty: Warranty documents specified herein

1.8 Quality Assurance

- A. Responsibility
 1. Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.
- B. Select Installer
 1. Select an installer who is competent in the installation of Armstrong resilient solid vinyl tile flooring.
 2. Engage installers certified as Armstrong Commercial Certified Installers
 3. Confirm installer's certification by requesting their credentials
- C. Fire Performance
 1. Fire Performance Characteristics: Provide resilient tile flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
 - a. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I
 - b. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less

1.9 Delivery, Storage, and Handling

- A. Comply with Division 1 Product Requirements Sections

- B. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

1.10 Deliverability

- A. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.

1.11 Storage

- A. Store materials in a clean, dry, enclosed space off the ground, protected from harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer. Protect adhesives from freezing. Store flooring, adhesives and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.

1.12 Project Conditions

- A. Temperature
 1. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65°F (18°C) and a maximum temperature of 85°F (29°C) for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55°F (13°C) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances. Refer to the Armstrong Guaranteed Installations Systems manual, F-5061 for a complete guide on project conditions.

1.13 Warranty

- A. Resilient Flooring: Submit a written warranty executed by the manufacturer, agreeing to repair or replace resilient flooring that fails within the warranty period.
- B. Warranty Period: 10 years
- C. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.
- D. For the Warranty to be valid, this product is required to be installed using the appropriate Armstrong Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.

1.14 Maintenance

- A. Quantity: Furnish quantity of flooring units equal to [5%] of amount installed
- B. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra material.

PART 2– PRODUCTS

2.1 Manufacturer

- A. Resilient tile flooring, wall base, adhesives and accessories:
 1. Armstrong World Industries, Inc., 2500 Columbia Avenue, Lancaster, PA 17603, <http://www.armstrong.com/commflooringna/>

2.2 Resilient Tile Flooring Materials

- A. Provide Luxury Solid Vinyl Tile Flooring manufactured by Armstrong World Industries, Inc.
 - 1. Description: A layered construction consisting of a tough, clear, vinyl wear layer protecting a high-fidelity print layer on a solid vinyl backing. Protected by a UV-cured polyurethane finish, the wear surface is embossed with different textures to enhance each of the printed visuals. Colors are insoluble in water and resistant to cleaning agents and light.
 - 2. Luxury Solid Vinyl Tile shall conform to the requirements of ASTM F 1700, 'Standard Specification for Solid Vinyl Tile', Class III, Type B - Embossed Surface.
 - 3. Natural Creations EarthCuts - 18 x 18 x 0.125
 - 4. Colors as selected by Architect

2.3 BASE MATERIALS (VB-1)

- A. Roppe Corporation, 1602 N. Union Street, Fostoria, Ohio USA 44830-1158
- B. Base: FS SS-W-40, Type 2 Vinyl; 4" high; 1/8" thick; top set coved and straight. Refer to location of each on the Room Finish Schedule and on casework details at all toe spaces, selected from stock available colors.
- C. Color: to be selected.

2.4 WHEEL TRAFFIC TRANSITIONAL MOULDINGS

- A. Vinyl to Terrazzo: Vinyl, "D" shape, 1 3/4" wide with concealed receiver wings. Provide continuous length where possible.

2.5 Adhesives

- A. Standard Moisture
 - 1. Provide Armstrong [S-288 Premium Vinyl Flooring Adhesive] [S-240 High-Performance Epoxy Adhesive] under the flooring and Armstrong S-725 Wall Base Adhesive at the wall base as recommended by the flooring manufacturer.

2.6 Accessories

- A. For patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo, quarry tile, ceramic tile, and certain metals), provide Armstrong [S-184 Fast-Setting Cement-Based Patch and Underlayment] [S-194 Cement-Based Patch, Underlayment and Embossing Leveler / S-195 Underlayment Additive].
- B. For sealing joints between the top of wall base or integral cove cap and irregular wall surfaces such as masonry, provide plastic filler applied according to the manufacturer's recommendations.
- C. Provide transition/reducing strips tapered to meet abutting materials.
- D. Provide threshold of thickness and width as shown on the drawings.
- E. Provide resilient edge strips of width shown on the drawings, of equal gauge to the flooring, homogeneous vinyl or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Architect from standard colors available.
- F. Provide metal edge strips of width shown on the drawings and of required thickness to protect exposed edges of the flooring. Provide units of maximum available length to minimize the number of joints. Use butt-type metal edge strips for concealed anchorage, or overlap-type metal edge strips for exposed anchorage. Unless otherwise shown, provide strips made of extruded aluminum with a mill finish.

PART 3– EXECUTION

3.1 Manufacturer's Instructions

- A. Compliance: Comply with manufacturer's product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

3.2 Examination

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).
- B. Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.
- C. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
- D. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

3.3 Preparation

- A. Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Armstrong [S-184 Fast-Setting Cement-Based Patch and Underlayment][S-194 Cement-Based Patch, Underlayment and Embossing Leveler / S-195 Underlayment Additive] as recommended by the flooring manufacturer. Refer to Armstrong Guaranteed Installation Systems manual, F-5061 and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- B. Subfloor Cleaning: Remove paint, varnish, oils, release agents, sealers, and waxes. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents. Refer to the Armstrong Guaranteed Installation Systems manual, F-5061 and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.
- C. Perform subfloor moisture testing in accordance with ASTM F 2170, 'Standard Test Method for Determining Relative Humidity in Concrete Slabs Using in-situ Probes'. ASTM F 1869, and Bond Tests as described in publication F-5061, "Armstrong Guaranteed Installation System," to determine if surfaces are dry; free of curing and hardening compounds, old adhesive, and other coatings; and ready to receive flooring. Relative humidity shall not exceed 80%. On installations where both the

Percent Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits listed above. Do not proceed with flooring installation until results of moisture tests are acceptable. All test results shall be documented and retained

- D. Concrete pH Testing: Perform pH tests on concrete floors regardless of their age or grade level. All test results shall be documented and retained.
- E. Surface Cleaning: Vacuum or broom-clean surfaces to be covered immediately before the application of flooring. Make subfloor free from dust, dirt, grease, and all foreign materials.

3.4 Installation of Flooring

- A. Install flooring in strict accordance with the latest edition of Armstrong Guaranteed Installation Systems manual, F-5061. Failure to comply may result in voiding the manufacturer's warranty listed in Section 1.08
- B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.
- C. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.
- D. Roll with a 100-pound (45.36 kilogram) roller in the field areas Refer to specific rolling instructions of the flooring manufacturer.
- E. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.

3.5 Installation of Accessories

- A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.
- B. Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.
- C. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.
- D. Apply butt-type metal edge strips where shown on the drawings, before flooring installation. Secure units to the substrate, complying with the edge strip manufacturer's recommendations.

3.6 Cleaning

- A. Perform initial and on-going maintenance according to the latest edition of Armstrong Guaranteed Installation Systems manual, F-5061.

3.7 Protection

- A. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings.

END OF SECTION

**SECTION 09900
PAINTING**

PART 1- GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Surface finish schedule.
- C. Paint all surfaces to remain exposed in the finished work whether specifically indicated or not, except shop-and-factory finished items and those specifically indicated not to be painted.
- D. No surface shall have less than one prime coat and two finish coats.
- E. Finish all athletic equipment supports with paint color to match steel structure color, once supports are in place. Protect factory finished backboards, rims and other related equipment.
- F. Miscellaneous Painting

1.2 REFERENCES

- A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.

1.3 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with five years experience.
- B. Applicator: Company specializing in commercial painting and finishing with five years documented experience and approved by product manufacturer.
- C. Conform to applicable code for flame/fuel/smoke rating requirements for finishes.

1.4 SUBMITTALS

- A. Provide Product Data on all finishing products.
- B. Submit three samples 6 x 6 inches in size illustrating range of colors and textures available for each surface finishing product scheduled, for selection.
- C. Submit manufacturer's application instructions.

1.5 DELIVERY, STORAGE, AND HANDLING

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

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient

temperatures above 45 degrees F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.

- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish and stain Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80-ft candles measured mid-height at substrate surface.

1.7 EXTRA STOCK

- A. Provide a one-gallon container of each color and surface texture to Owner.
- B. Label each container with color, texture, and room locations, in addition to the manufacturer's label.

PART 2- PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS (LATEX PAINT) ARE:

- A. Pratt and Lambert's, "Pro-Hide Plus."
- B. Sherwin-William's, "Pro-Mar 200 Latex Flat Wall Paint."
- C. Glidden's, equivalent.
- D. Tnemec's, equivalent.
- E. Benjamin Moore's, equivalent.
- F. DeVoe, equivalent.
- G. Substitutions: Under provisions of Division I.

2.2 ACCEPTABLE MANUFACTURERS (ALKYD PAINT) ARE:

- A. Pratt and Lambert's, "Pro-Hide Plus."
- B. Sherwin-William's, "Pro-Mar 200 Alkyd Flat Wall Paint."
- C. Fuller O'Brien's, "Liquid Velvet."
- D. Glidden's, "Glid-Guard."
- E. Tnemec's, equivalent.
- F. Benjamin Moore's, equivalent.
- G. DeVoe, equivalent.
- H. Substitutions: Under provisions of Division I.

2.3 ACCEPTABLE MANUFACTURERS (STAIN) ARE:

- A. Pratt and Lambert's, "Solid Hide Rustic Stain."
- B. Cabot's, "0300 Stain."
- C. DeVoe's, "Wonder Wood Stain."
- D. Olympic's, "Oil Stain."
- E. Glidden's, Woodmaster or Stain No. 1600 Series."
- F. Benjamin Moore's, "Penetrating Stain."
- G. Sherwin-William's, "Semi-Transparent Wood Preservative Stain."
- H. Substitutions: Under provisions of Division I.

2.4 ACCEPTABLE MANUFACTURERS (PRIMER-SEALERS) ARE:

- A. Pratt and Lambert's, "Pro-Hide Plus."
- B. Sherwin-William's, "Pro-Mar 200 Latex Wall Primer."
- C. DeVoe's, "Wonder-Tones Latex Primer."

- D. Glidden's, "Spred Ultra Latex Primer-Sealer No. 5111."
- E. Benjamin Moore's, "Moore's Latex Exterior Primer."
- F. Substitutions: Under provisions of Division I.

2.5 ACCEPTABLE MANUFACTURERS (LATEX TRAFFIC PAINT) ARE:

- A. Sherwin-William's, "Setfast Acrylic Waterborne Traffic Marking Paint."
- B. DeVoe's, "Traffic Line No. 416XX."
- C. Graham's, "Latex Street and Zone Marking Paint No. 702-00/13."
- D. Coronado's, "No. 66 Series Traffic and Zone Marking Finish."
- E. Substitutions: Under provisions of Division I.

2.6 ACCEPTABLE MANUFACTURERS (FIELD CATALYSED COATINGS) ARE:

- A. Pratt and Lambert's, "Tech-Gard" waterborn epoxy.
- B. Sherwin-William's, "Water-based Catalyzed Epoxy."
- C. Tnemec's, "Series 112-Tneme Tufcoat."
- D. Benjamin Moore's, "Two Part Acrylic Epoxy."
- E. Substitutions: Under provisions of Division I.

2.7 MATERIALS

- A. Coatings: Ready mixed, except field catalysed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.8 FINISHES

- A. Refer to schedule at end of Section for surface finish schedule.

PART 3- EXECUTION

3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Measure moisture content of surfaces using electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3. Interior Located Wood: 15 percent, measured in accordance with ASTM D2016.
 - 4. Exterior Located Wood: 15 percent, measured in accordance with ASTM D2016.
- D. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate

- and bleach. Rinse with clean water and allow surface to dry.
- E. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
 - F. Asphalt, Creosote, or Bituminous Surfaces Scheduled for Paint Finish: Remove foreign particles to permit adhesion of finishing materials. Apply latex-based compatible sealer or primer.
 - G. Concrete Floors: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
 - H. Gypsum Board Surfaces: Latex fill minor defects. Spot prime defects after repair.
 - I. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
 - J. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
 - K. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
 - L. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
 - M. Interior Wood Items Scheduled to Receive Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
 - N. Wood and Metal Doors Scheduled for Painting: Seal top and bottom edges with primer.

3.3 PROTECTION

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

3.4 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry before next coat is applied.
- G. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- H. Prime back surfaces of interior and exterior woodwork with primer paint.
- I. Prime back surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.

3.5 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools,

equipment, surplus materials, and debris.

- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.6 SCHEDULE - INTERIOR SURFACES

- A. Wood - Painted
 - 1. One coat latex prime/sealer.
 - 2. Two coats latex, semi-gloss.
- B. Wood - Transparent
 - 1. Filler coat (for open grained wood only).
 - 2. One coat stain.
 - 3. One coat sealer.
 - 4. One coat varnish, gloss.
 - 5. One coat varnish, satin.
- C. Concrete and Concrete Block (Typical):
 - 1. One coat block filler.
 - 2. One coat primer/sealer latex.
 - 3. One coat latex, eggshell.
- D. Concrete and Concrete Block (epoxy finish):
 - 1. One coat block filler
 - 2. Two coats epoxy, eggshell.
- E. Steel - Unprimed
 - 1. One coat zinc rich primer.
 - 2. Two coats alkyd enamel, semi-gloss.
- F. Steel - Primed
 - 1. Touch-up with original primer.
 - 2. Two coats alkyd enamel, semi-gloss.
- G. Steel - Galvanized
 - 1. One coat zinc rich primer.
 - 2. Two coats alkyd enamel, semi-gloss.
- H. Gypsum Board
 - 1. One coat latex primer/sealer.
 - 2. Two coats latex enamel, eggshell.
- I. Gypsum Board (epoxy finish)
 - 1. One coat latex primer/sealer.
 - 2. Two coats latex epoxy, eggshell.
- J. Gypsum Board Under Wall covering
 - 1. One coat primer/sealer.

3.7 SCHEDULE -PAINT COLORS

- A. Refer to finish schedule on drawings.

END OF SECTION

PAINTING
09900 - 6