

Diocese of Beaumont
St James Catholic Church
Hurricane Harvey Repairs

3617 Gulfway Drive
Port Arthur, TX 77642



January 11, 2021



Architectural Alliance, Inc.

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DOCUMENT 00 01 01 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL VOLUME 1

Diocese of Beaumont

St James Catholic

Hurricane Harvey Repairs

3617 Gulfway Drive

Port Arthur, Texas 77642.

Architect Project No. 21074.

Architectural Alliance Incorporated.

350 Pine Street, Suite 720.

Beaumont, Texas 77701.

Phone: 409 866-7196.

Website: www.architect-aia.com.

Issued: January 17, 2022

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END OF DOCUMENT 00 01 01

DOCUMENT 00 01 07 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Ronald M. Jones, AIA.
2. Tx 13662.
3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.

END OF DOCUMENT 00 01 07



1/17/2022

DOCUMENT 00 11 16 – REQUEST OF COMPETITIVE SEALED PROPOSALS

1.1 PROJECT INFORMATION

- A. Notice to Offers: COMPETITIVE SEALED PROPOSALS will be received as described in this Document according to the Instructions to Bidders.
- B. Project Identification: St. James Catholic Church Hurricane Harvey Repairs.
 - 1. Project Location: 3617 Gulfway Drive, Port Arthur, TX 77642.
- C. Owner: Diocese of Beaumont.
 - 1. Owner's Representative: Alan Bihm.
- D. Architect: Architectural Alliance Incorporated.
- E. Project Description: Project consists of repairing water damage to Church, Office Building (old Convent) and Hall.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract.

1.2 PROPOSAL SUBMITTAL AND OPENING

- A. Owner will receive Competitive sealed proposals until the bid time and date at the location indicated below. Owner will consider proposals prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. **Bid Date: FEBUARY 8, 2022.**
 - 2. **Bid Time: 2:00 p.m., local time.**
 - 3. **Location: Diocese of Beaumont, Inc, 710 Archie Street, Beaumont, Texas 77701.**
- B. Bids will be thereafter opened privately.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 Pre-Proposal Conference

- A. A **Mandatory** Pre-Proposal conference for all offerors will be held at **St. James Catholic Church, 3617 Gulfway Drive, Port Arthur, TX 77642 on January 20, 2022, at 10:00 a.m., local time.** Prospective offerors are requested to attend.

1.5 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access after January 17, 2022 by contacting Architect.

1.6 TIME OF COMPLETION

- A. Offerors shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.7 REGISTRATION WITH SAMS.GOV

- A. Offeror will be required to be registered with SAMS.gov.

1.8 BONDS AND INSURANCE

- A. Bid Bond or Cashiers check made payable to Diocese of Beaumont equal to 5% of Bid.
- B. Performance and Payment Bond equal to Contract Amount
- C. Insurance requirements

SIGNATURE CONSTITUTES ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS ACKNOWLEDGEMENT AND ACCEPTANCE BY THE CONTRACTOR/SERVICE PROVIDER OF THE TERMS OF THE INSURANCE AND INDEMNIFICATIONS OBLIGATIONS OF CONTRACTOR/SERVICE PROVIDER WHICH ARE SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT.

1. INDEMNITY: CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS, THE DIOCESE OF BEAUMONT, MOST REVEREND DAVID L. TOUPS, BISHOP OF BEAUMONT, HIS SUCCESSORS IN OFFICE AND ASSIGNS FOREVER, AND THE ABOVE PARISH/SCHOOL/ENTITY, ITS CLERGY, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTIONS, SUITS AND/OR LIABILITY OF EVERY KIND FOR INJURY AND/OR DEATH OF ANY PERSON AND/OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN RELATION TO THE WORK PERFORMED UNDER THIS CONTRACT, PURCHASE ORDER OR ANY OTHER AMENDMENT AND/OR ADDENDUM TO THIS CONTRACT, EVEN IF CAUSED IN WHOLE OR IN PART BY THE SOLE NEGLIGENCE OF THE DIOCESE OF BEAUMONT AND/OR THE ABOVE PARISH/SCHOOL/ENTITY. CONTRACTOR'S DUTY TO DEFEND AND INDEMNIFY SHALL INCLUDE ALL ACTUAL AND INCURRED ATTORNEY'S FEES AND EXPENSES.

2. CONTRACTOR SHALL NOT commence work until he has obtained all the insurance required hereunder and certificates of such insurance have been filed and approved. Approval of the insurance by the Diocese of Beaumont shall not relieve or decrease the liability of the contractor. Insurance carriers must be licensed to do business in Texas and must have minimum Best rating of A and category size of VIII. The contractor shall provide and maintain, until the work covered is completed and accepted by the Diocese of Beaumont, the minimum insurance coverage as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
1. Worker's compensation Employer's liability	Statutory \$500,000 / \$500,000/ \$500,000
2. Commercial general liability	
A. General aggregate	\$2,000,000
B. Products / completed operations	\$1,000,000
C. Personal injury and advertising	\$1,000,000
D. Each occurrence	\$1,000,000
3. Comprehensive automobile liability Including hired and non-owned.	\$500,000 (Combined Single Limit)
4. Owners' and contractors' protective policy shall be provided where new construction or extensive remodeling is involved with the named insured as the Diocese of Beaumont, Most Reverend David L. Toups, Bishop of Beaumont, and the above parish/school/entity:	
A. Each occurrence	\$1,000,000
B. Aggregate	\$2,000,000
5. Builder's risk shall be provided where new construction or extensive remodeling is involved naming the Diocese of Beaumont, Most Reverend David L. Toups, Bishop of Beaumont and the above parish/school/entity as insured and state coverage for the described construction project for a limit of liability of at least the construction cost or consideration described in the construction contract.	
6. Contractor is required to furnish additional insured endorsement, waiver of subrogation, and certificate of insurance as to all policies designating the Diocese of Beaumont, Most Reverend David L. Toups, Bishop of Beaumont and the above parish/school/entity as the additional insureds, and certificate holders of the certificate(s) of insurance.	

** Contractor shall maintain such insurance in force during the life of the contract, and no modification or change of insurance provision shall be made without ten (10) days written advance notice to the Diocese of Beaumont.

DOCUMENT 00 21 13 - INSTRUCTIONS TO PROPOSERS

1.1 INSTRUCTIONS TO PROPOSERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

SEALED PROPOSALS, addressed to Alan Bihm, Director of Construction, Diocese of Beaumont, will be received as follows:

PLACE: Chancery, Diocese of Beaumont
710 Archie Street
Beaumont, TX 77701

DATE: Tuesday February 8, 2022

TIME: 2:00 PM

Mandatory Pre-Proposal Conference for this project will be held as follows:

PLACE: St. James Catholic Church

3617 Gulfway Drive
Port Arthur, TX 77642

DATE: Wednesday, January 20, 2022

TIME: 10:00 AM

DOCUMENT 00 41 13 - PROPOSAL FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Offeror: _____.
- B. Project Name: St. James Catholic Church, Diocese of Beaumont, Hurricane Harvey Repairs..
- C. Project Location: 3617 Gulfway Drive, Port Arthur, TX 77642.
- D. Owner: Diocese of Beaumont.
- E. Architect: Architectural Alliance Incorporated.
- F. Architect Project Number: 21074.

1.2 CERTIFICATIONS AND BASE PROPOSAL

- A. Base Proposal, Single-Prime (All Trades) Contract: The undersigned Proposer, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Architectural Alliance Incorporated and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars
(\$_____).

- B. Alternate #1: Remove loose paint in East Alcove and provide Level 5 Finish on wall and ceiling with prime coat and two finish coats

1. Add
_____ Dollars
(\$_____)

- C. Alternate #2: Remove loose paint and provide Level 5 Finish on wall above wood wainscot and wood trim at back of Nave with prime coat and two finish coats

1. Add
_____ Dollars
(\$_____)

- D. Alternate #3: Remove and replace louvers in Belfry with Miami Dade County approved louvers

Add _____ Dollars

(\$_____)

- E. Alternate #4: Re-attach ladder to wall going to top of bell tower with new 1/2" galv expansion bolts.

Add _____ Dollars

(\$_____)

- F. Alternate #5: Fabricate and install OSHA approved steel ladder with safety cage and walk-through at top landing of bell tower.

Add _____ Dollars

(\$_____)

1.3 GUARANTEE

- A. The undersigned Offeror agrees to execute a contract for this Work in the above amount and to furnish surety as specified within days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Proposal amount above:

1. _____ Dollars

(\$_____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within _____ calendar days.

1.5 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.6 SUBMISSION OF PROPOSAL

- A. Respectfully submitted this ____ day of _____, 2022.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Street Address: _____.
- G. City, State, Zip: _____.

END OF DOCUMENT 00 41 13

**THE INFORMATION REQUESTED IN THIS DOCUMENT SHALL BE SUBMITTED ALONG WITH
SECTION 00 41 13 PROPOSAL FORM**

Provide the following information. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

Company Information:

Name of Company:

Address:

Phone:

Email:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, Other?):

Year founded:

Primary individual to contact:

- How many years has your organization been in business in construction in its current capacity?
- How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.
- If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).
- If your organization is individually owned, answer the following: Date of organization, name of owner.
- If the form of your organization is other than those listed above, describe it and name the principals.

1. **Price**

- a. Provide on Proposal Form

2. **Current standing with the Diocese of Beaumont:**

- a. List your experience and current standing working within the Diocese of Beaumont.

3. **Completion Time**

- a. Provide on Proposal Form

4. **Emergency Support:**

- a. Describe your company's ability and willingness to provide after-hours support to the Diocese of Beaumont should an Emergency Occur.

5. **Subcontractors:**

- a. Provide a list of your proposed subcontractors, and a brief description of their familiarity or working with the Diocese of Beaumont.

6. **Personnel**

- a. Given the scope and schedule of the project, identify the specific Project Manager, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual.

7. **Experience**

- a. Provide brief description of your experience working with a Church environment.

8. **HUB Participation**

- a. List all HUB contractors, and the percentage of your contract that will be given to the HUBs?

CRITERIA FOR SELECTION

Diocese of Beaumont			
St. James Catholic Church Hurricane Harvey Repairs			
COMPETITIVE SEALED PROPOSAL SCORE CHART			
	Score 0-5	Weight Factor	Total Score
1 Proposed Price	5	7	35
	Score 0-5	Weight Factor	Total Score
2 Current standing with Diocese of Beaumont	5	2.5	12.5
	Score 0-5	Weight Factor	Total Score
3 Proposed Completion Time	5	2	10
	Score 0-5	Weight Factor	Total Score
4 Availability to provide Emergency Support after hours	5	1	5
	Score 0-5	Weight Factor	Total Score
5 Proposed Subcontractors	5	3	15
	Score 0-5	Weight Factor	Total Score
6 Superintendent and Project Manager	5	3	15
	Score 0-5	Weight Factor	Total Score
7 Experience working in Church Environment	5	1	5
	Score 0-5	Weight Factor	Total Score
8 H.U.B. Participation	5	0.5	2.5
			100
Notes: Diocese of Beaumont will select a vendor whose goods or services provide the best value for the Diocese based on the above criteria, the vendor with the highest score will be granted the job.			
Point Allocation Detail: Criteria 1: Points based on percentage of lowest proposed price. Criteria 2: 0-2 Pts negative experience, 3 pts neutral, 4-5 pts positive Criteria 3: Points based on percentage of lowest proposed time Criteria 4: 1pt - Two days, 2 pts - One day, 3pts - Four hours, 4 pts - Two hours, 5 pts - One hour Criteria 5: 1-5 pts for subcontractor ranking Criteria 6: 1-5 pts for Superintendent and Project Manager experience Criteria 7: 0 pts no experience, 1-2 pts minimal experience, 3-5 pts extensive experience Criteria 8: Not mandatory but highly encouraged. 1 pt for each 2% of HUB participation, up to 5 pts			

Extrapolated from this list, the following criteria will be considered in selecting the construction manager.

AIA® Document A101® - 2017

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

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

BETWEEN the Owner:

(Name, legal status, address and other information)

« »« »

« »

« »

« »

and the Contractor:

(Name, legal status, address and other information)

« »« »

« »

« »

« »

for the following Project:

(Name, location and detailed description)

« »

« »

« »

The Architect:

(Name, legal status, address and other information)

« »« »

« »

« »

« »

The Owner and Contractor agree as follows.

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.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☐ [« »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 3.3 Substantial Completion

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

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

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

«10% Retainage »

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

« »

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

« »

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

« »

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

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

§ 5.2 Final Payment

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

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

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

« »

§ 5.3 Interest

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

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

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »
« »

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

[X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

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

§ 8.5 Insurance and Bonds

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

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

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

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

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

« »

- .5 Drawings

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

- .6 Specifications

Section	Title	Date	Pages
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- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

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

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

« »

[« »] The Sustainability Plan:

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

[« »] Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

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

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«St James Church Hurricane Harvey Repairs »
«3617 Gulfway Drive
Port Arthur, TX 77642 »

THE OWNER:

(Name, legal status and address)

«The Diocese of Beaumont »«Most Revered David L. Toups, Bishop of Beaumont »
«710 Archie Street
Beaumont, TX 77701 »

THE ARCHITECT:

(Name, legal status and address)

«Architectural Alliance Incorporated »« »
«350 Pine Street, Suite 720
Beaumont, TX 77701 »

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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.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 [Deleted]

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. A Project Superintendent must be on site when work is underway. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death,

or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract

Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 [Deleted]

§ 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.

AIA® Document A701™ - 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«St. James Hurricane Catholic Church Harvey Repairs »

«3617 Gulfway Drive »

«Port Arthur, TX 77642 »

THE OWNER:

(Name, legal status, address, and other information)

«The Diocese of Beaumont »« »

«710 Archie Street »

«Beaumont, TX 77701 »

« »

THE ARCHITECT:

(Name, legal status, address, and other information)

«Architectural Alliance Incorporated »« »

«350 Pine Street, Suite 720 »

«Beaumont, TX 77701 »

« »

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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.

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

§ 1.10 The term "Bidder", "Offeror", "Proposer", "Quoter", etc. shall be synonymous and shall mean the individual firm submitting a response to solicitation.

§ 1.11 The term "Bid" shall be synonymous with "Offer" or "Proposal"

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

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

«Contact Architectural Alliance Incorporated, 409 866-7196 for instructions on obtaining electronic (PDF) copies of the Bidding Documents. Each Contractor is responsible for obtaining hard copy prints. »

§ 3.1.2 [Deleted]

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

«Submit requests to rjones@architect-aia.com no later than January 21, 2022, 3:00 PM CST »

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

«Addenda will be issued via email to all registered Proposers »

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

«5% of bid amount in the form of a Cashier's Check or a Bid Bond. »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid

security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

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

§ 4.3 Submission of Bids

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

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

«Paper copies only will be accepted »

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

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

« 100% of the Contract Sum »

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .4 [Deleted]

« »

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

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

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

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

« »

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under Owner's separate contracts.
5. Owner-furnished/Contractor-installed (OFCI) products.
6. Contractor's use of site and premises.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: St. James FEMA Repairs.

1. Project Location: 3617 Gulfway Drive, Port Arthur, TX 77642.

B. Owner: Diocese of Beaumont

710 Archie Street

Beaumont, TX 77701

1. Owner's Representative: Alan Bihm.

C. Architect: Architectural Alliance Incorporated.

1. Architect's Representative: Ronald M. Jones, AIA.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Cathedral, Office Building (Old Convent) and Fellowship Hall, repairs.

B. Type of Contract:

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

1.4 PHASED CONSTRUCTION

- A. The Work shall be conducted in one phase.

1.5 TIMETABLE**1.6 Timetable for St James Catholic Church – Hurricane Harvey Repairs**

Release of Request for Proposals:	January 17, 2022
First Public Notice:	January 15, 2022
Second Public Notice:	January 22, 2022
Third Public Notice:	January 29, 2022
Pre-Proposal Conference:	January 20, 2022
Deadline for Written Questions:	January 31, 2022
Deadline for final Addenda:	February 1, 2022
Deadline for Proposal Submission:	February 8, 2022
Evaluation & Award:	February 10, 2022
Notification of successful Offeror:	February 11, 2022
Contract Execution:	February 17, 2022
Notice To Proceed:	February 21, 2022

Interested Offerors should deliver sealed proposals to the Catholic Diocese of Beaumont no later than Tuesday, February 2, 2022 at 2:00 PM CST at the address specified below. Mark sealed envelope with:

Competitive Sealed Proposal
Diocese of Beaumont
810 Archie Street
Beaumont, Texas 77701

St. James Catholic Church
Hurricane Harvey Repairs
Attn: Mr. Alan Bihm

All inquiries shall be sent to the Architect of Record
Architectural Alliance, Inc
Attn: Ronald Jones, AIA
rjones@architect-aia.com
350 Pine Street, Suite 720
Beaumont, TX 77701

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have Limited Access to the Project site for construction operations during construction period. The Church will remain in full operation through the construction period. Contractor's use of Project site is limited to restricted area to perform work.

1.8 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 23 00 – ALTERNATES

GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Work not included in FEMA Scope
 - 1. Alternate No. 1: Remove loose paint in East Alcove, prepare surface, and repaint provide Level 5 finish on walls and ceiling.

2. Alternate No. 2: Remove loose paint, prepare surface, and provide Level 5 finish on plaster wall between wood wainscot and wood trim below balcony at back of Nave.
3. Alternate #3: Remove and replace louvers in Belfry with hurricane Miami Dade county approved louvers. Section 08 91 00
4. Alternate #4: Attach existing metal ladder in bell tower to masonry wall with ½" galv expansion bolts at each bracket.
5. Alternate #5: Remove existing ladder in bell tower. Furnish and install OSHA approved ladder. Section 05 51 33

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

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

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

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.

- f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

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

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier, and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.
 - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Indication of full or partial submittal.
 - 13. Location(s) where product is to be installed, as appropriate.

14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 7 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Line by line compliance with specifications.
 - b. Manufacturer's catalog cuts.
 - c. Manufacturer's product specifications.
 - d. Standard color charts.
 - e. Statement of compliance with specified referenced standards.
 - f. Testing by recognized testing agency.
 - g. Application of testing agency labels and seals.
 - h. Notation of coordination requirements.
 - i. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit 2 full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain 1 Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure

Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action
 - a. .
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service: Contractor shall provide and pay the cost for temporary water and sewer as required for construction purposes. . Contractor shall pay costs for water and sewer to the new building, up until substantial completion.
- C. Electric Power Service from Existing System: Provide and pay cost for temporary electric power with metering . Provide connections and extensions of services and metering as required for construction operations. Contractor is responsible for paying electrical cost to the new building up until substantial completion.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, tpestyles, graphic elements, and message content.
- C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
 - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

3. Indicate methods to be used to avoid trapping water in finished work.

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Drinking water and private toilet.
 3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

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

3.3 TEMPORARY UTILITY INSTALLATION

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

1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 1. Install electric power service underground unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within **30 feet** of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide 8ft x 8ft professionally fabricated project identification sign, to include project name, rendering of building, contractor's name, Architect's Name, and Engineer's Names.
 2. Temporary Signs: Provide other signs as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touch up signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 31 10 00 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Before construction operations begin , furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations .
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard and replace stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial

Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 73 29 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED WORK:

- A. The general provisions of the contract, including General and Supplementary Conditions and other General Requirements sections, apply to the work specified in this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definition: "Cutting-and-Patching" is hereby defined to include but is not necessarily limited to the cutting and patching for nominally completed and previously existing work, in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing, or for similar purposes; and is defined to exclude integral cutting-and-patching during the manufacturing, fabricating, erecting and installing process for individual units of work. Drilling the work to install fasteners and similar operations are excluded from the definition of cutting-and-patching.
- B. Restoring or removing and replacing non-complying work is specified separately from cutting-and-patching but may require cutting-and-patching operations as specified herein.
- C. Refer to other sections of these specifications for specific cutting-and-patching requirements and limitations applicable to individual units of work.
- D. Refer to the Division 23 and Division 26 sections, for additional requirements and limitations on the cutting-and-patching of mechanical and electrical work, respectively. The requirements of this section apply to mechanical and electrical work, unless otherwise indicated.
- E. Contractor is required to cut and patch to original conditions running new mechanical and electrical services runs or where performing demolition on certain portions of pavement requiring generally acceptable patching for transitions of surfaces including compliance with street standards where installing new drives and Texas Department of Licensing and Regulation standards.

1.3 Selective Demolition: Section 02 41 19

1.4 CONTRACTOR OPERATIONS:

- A. Provide cutting, patching, and fitting, including attendant excavation and backfill, required to:
 - 1. Make components fit together properly.
 - 2. Uncover portions of the Work for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide penetrations of surfaces for installation of piping, electrical conduit, and control systems components, including sleeves, anchors, inserts and frames, including limitations expressed for structural components.

1.5 INSPECTION:

- A. Inspect existing conditions including components subject to damage or to movement during cutting and patching.

- B. After uncovering Work, inspect conditions affecting installation of Products, or performance of Work.
- C. Report unsatisfactory or questionable conditions to Architect and Owner in writing; proceed with Work thereafter only in accordance with further instructions from Architect and Owner.

1.6 PREPARATION:

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work and maintain excavations free from water.

1.7 PERFORMANCE:

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Refinish entire surfaces as necessary to leave an even finish which matches adjacent finishes.
- D. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 2. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Release of liens,
- C. Warranty
- D. O & M Manual
- E. As-Built Documents.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

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

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance change over requirements.
 2. Make final change over of permanent locks and deliver keys to Owner. Advise Owner's personnel of change over in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
 6. Advise Owner of change over in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, starting with exterior areas first and, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit by email to Architect.
- D. Warranties in Paper Form:
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - e. Vacuum and mop concrete.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - l. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - n. Clean strainers.
 - o. Leave Project clean and ready for occupancy.

- C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit by email to Architect. Enable reviewer comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.

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

1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.

- D. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.

6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.8 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.

Hurricane Harvey Repairs

SECTION 01 78 23 -
OPERATION AND
MAINTENANCE DATA

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and one set(s) of file prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

- b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file.
1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39

SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Selective Site Demolition:
 - 1. Demolition of designated site improvements including paving, curbing, site walls, and utility structures.
 - 2. Removal of hollow items or items which could collapse.
 - 3. Salvage of designated items.
 - 4. Protection of site work and adjacent structures.
 - 5. Disconnection, capping, and removal of utilities.
 - 6. Pollution control during building demolition, including noise control.
 - 7. Removal and legal disposal of materials.
 - 8. Designated site improvements and adjacent construction.
 - 9. Interruption, capping or removal of utilities as applicable.
- B. Selective Building Demolition:
 - 1. Selective demolition of interior partitions, systems, and building components designated to be removed.
 - 2. Selective demolition of exterior facade, structures, and components designated to be removed.
 - 3. Protection of portions of building adjacent to or affected by selective demolition.
 - 4. Notification to Owner of schedule of shut-off of utilities which serve occupied spaces.
 - 5. Pollution control during selective demolition, including noise control.
 - 6. Removal and legal disposal of materials.
 - 7. Protection of designated site improvements and adjacent construction.
 - 8. Salvage of designated items.
 - 9. Interruption, capping or removal of utilities as applicable.
- C. Hazardous Materials:
 - 1. Not present.

1.2 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Schedule: Submit for approval selective demolition schedule, including schedule and methods for capping utilities to be abandoned and maintaining existing utility service.

1.3 QUALITY ASSURANCE

- A. Codes and Regulations: Comply with governing codes and regulations. Use experienced workers.

1.4 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.5 SEQUENCING

- A. Immediate areas of work will not be occupied during selective demolition. The public, including children, may occupy adjacent areas.

- B. No responsibility for buildings and structures to be demolished will be assumed by the Owner.
- C. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

PART 2 PRODUCTS - Not applicable to this Section.

PART 3 EXECUTION

3.1 SELECTIVE DEMOLITION

- A. Demolition Operations: Do not damage building elements and improvements indicated to remain. Items of salvage value, not included on schedule of salvage items to be returned to Owner, shall be removed from structure. Storage or sale of items at project site is prohibited.
- B. Shoring and Bracing: Provide and maintain interior and exterior shoring and bracing.
- C. Occupied Spaces: Do not close or obstruct streets, walks, drives or other occupied or used spaces or facilities without the written permission of the Owner and the authorities having jurisdiction. Do not interrupt utilities serving occupied or used facilities without the written permission of the Owner and authorities having jurisdiction. If necessary, provide temporary utilities.
- D. Operations: Cease operations if public safety or remaining structures are endangered. Perform temporary corrective measures until operations can be continued properly.
- E. Security: Provide adequate protection against accidental trespassing. Secure project after work hours.
- F. Restoration: Restore finishes of patched areas.

3.2 SCHEDULE

- A. Items for Protection During Demolition and Construction: (The following are samples only)
 - 1. [Adjacent construction.]
- B. Items to be Salvaged for Reinstallation:
 - 1. Handrails
 - 2. Wood trim.
 - 3. Light fixtures.
 - 4. Doors and hardware.
 - 5. Light fixtures.
 - 6. Radiators]
 - 7. Decorative elements.
- C. Utilities Requiring Interruption, Capping, or Removal:
 - 1. [Electric.]
 - 2. [Heat.]
 - 3. [Water.]
 - 4. [Cable television.]

END OF SECTION

SECTION 05 51 33
METAL LADDERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fixed Ladder Systems:
 - 1. Caged fixed ladders.
- B. Ladder Accessories:
 - 1. Ladder fall arrest system.

1.2 RELATED SECTIONS

- A. Section 01 23 00 - Alternates
- B. Section 06 10 00 - Rough Carpentry.

1.3 REFERENCES

- A. Occupational Safety and Health Administration of the United States (OSHA):
 - 1. OSHA 1910.23: Fixed Ladders.
 - 2. OSHA 1910.29: Fall Protection systems and falling object protection.
- B. American National Standards Institute (ANSI):
 - 1. ANSI A14.3: Ladders - Fixed - Safety Requirements.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Provide plan, section, elevation and perspective view drawings as necessary to depict appropriate installation procedures including location, mounting, attachment, and penetration flashing as applicable.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years' experience.
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Rebuild mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation. Protect all components off the ground, away from standing water on a hard, level surface.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 WARRANTY

- A. Warranty: At project closeout, submit an executed copy of the manufacturer's five-year standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

PART 2 PRODUCTS

2.1 CAGED ACCESS LADDERS:

- A. Fixed Steel Ladder for safe access to elevated areas. A Cage is considered a form of fall protection on ladders greater than 24 ft.
- B. Caged fixed ladder with walk through handrails and steel cage
 - 1. Material: heavy duty steel.
 - 2. Ladder Height: Fall protection required over (7320 mm)
 - 3. Ladder Width: 20 inches (597 mm). Walk-Through Width: 26 inches (610 mm).
 - 4. Cage: flared bottom for easy entry. Cages and walk-through handrails extend 42" above landing surfaces.
 - 5. Cage: begins 7' from bottom from floor/landing
 - 6. Performance Standard: Units designed and manufactured to meet or exceed OSHA standards.
 - 7.

2.2 FIXED LADDER Accessories

- A. Ladder Fall Arrest System:
 - 1. Safety Chain Attachment.
 - 2. Capacity: For single person use; 1400 lbs (635 kg) rated.
 - 3. Performance Standard: Units designed and manufactured to meet or exceed OSHA 1910.29 and ANSI A14.3.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.

- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood blocking, cants, and nailers.
 - 2. Wood furring and grounds.
 - 3. Wood sleepers.
 - 4. Plywood backing panels.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

- A. 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 ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.
 - 2. Fire-retardant-treated wood.
 - 3. Power-driven fasteners.
 - 4. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
 - 3. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less; 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all rough carpentry unless otherwise indicated.
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than **18 inches** above the ground in crawlspaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than **10.5 feet** beyond the centerline of the burners at any time during the test.
 - 1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D2898. Use for exterior locations and where indicated.
 - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat all rough carpentry unless otherwise indicated.

1. Framing for raised platforms.
2. Framing for stages.
3. Concealed blocking.
4. Framing for non-load-bearing partitions.
5. Framing for non-load-bearing exterior walls.
6. Roof construction.
7. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Rooftop equipment bases and support curbs.
 4. Cants.
 5. Furring.
 6. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.

2.6 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.7 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. ICC-ES evaluation report for fastener.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 10 00

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Glass-fiber blanket insulation.
- B. Related Requirements:
 - 1. Section 09 29 00 "Gypsum Board" for sound attenuation blanket used as acoustic insulation.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Glass-fiber blanket insulation.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each product, for tests performed by a qualified testing agency.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Unfaced: ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Johns Manville; a Berkshire Hathaway company.
 - b. Knauf Insulation.
 - c. Owens Corning.
2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
3. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.
4. Labeling: Provide identification of mark indicating R-value of each piece of insulation **12 inches** and wider in width.

2.2 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
 1. Plate: Perforated, galvanized carbon-steel sheet, **0.030 inch** thick by **2 inches** square.
- B. Adhesively Attached, Angle-Shaped, Spindle-Type Anchors: Angle welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
 1. Angle: Formed from **0.030-inch-** thick, perforated, galvanized carbon-steel sheet with each leg **2 inches** square.
- C. Insulation-Retaining Washers: Self-locking washers formed from **0.016-inch-** thick galvanized-steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than **1-1/2 inches** square or in diameter.
 1. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in the following locations:
 - a. Crawl spaces.
 - b. Ceiling plenums.
 - c. Attic spaces.

2.3 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.

- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value..

3.3 INSTALLATION OF FOUNDATION WALL INSULATION

- A. Butt panels together for tight fit.
- B. Anchor Installation: Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors as follows:
 - 1. Fasten insulation anchors to concrete substrates with insulation anchor adhesive according to anchor manufacturer's written instructions.
 - 2. Space anchors according to insulation manufacturer's written instructions for insulation type, thickness, and application.
 - 3. Apply insulation standoffs to each spindle to create cavity width indicated on Drawings between concrete substrate and insulation.
 - 4. After adhesive has dried, install board insulation by pressing insulation into position over spindles and securing it tightly in place with insulation-retaining washers, taking care not to compress insulation.
 - 5. Where insulation will not be covered by other building materials, apply capped washers to tips of spindles.

3.4 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.

3.5 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

- B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00

SECTION 07 22 00**ROOF BOARD INSULATION****PART ONE - GENERAL****1.01 SECTION INCLUDES:**

- A. Installation of polyisocyanurate base insulation, and secondary/cover board insulation.

1.02 RELATED SECTIONS:

- A. 07 52 00 - Modified Bitumen Membrane Roofing.
- B. 07 62 00 - Sheet Metal Flashing & Trim.

1.03 REFERENCES:

- A. American Society for Testing and Materials (ASTM).
- B. FM Global Approval Guide.
- C. Underwriters Laboratories (UL): Building Materials Directory.
- D. National Roofing Contractors Association (NRCA): The NRCA Roofing and Waterproofing Manual.
- E. ASCE 7-10: "Minimum Design Loads for Buildings and Other Structures."
- F. Polyisocyanurate Insulation Manufacturer's Association: Technical Bulletin 109 – "Storage and Handling Recommendations for Polyisocyanurate".

1.04 QUALITY ASSURANCE:

- A. Regulatory Requirements:
 - 1. Classified by Underwriters Laboratories Inc. as Class A rated material.
 - 2. Follow local, state, and federal regulations, safety standards, and codes. When conflict exists, the more restrictive document shall govern.
- B. Installation:
 - 1. Install in accordance with manufacturer's current published application procedures, general requirements of NRCA, and as supplemented by these documents.
 - 2. Consider roof system manufacturer's technical specifications part of this Specification and use as reference for specific application procedures.
 - 3. Install roof system in manner to resist minimum wind uplift pressures of 48.3 psf

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Store materials in accordance with manufacturer's recommendations.
- B. Outdoor Storage:
 - 1. Tarp and shield insulation from moisture and exposure to sun.
 - 2. Elevate insulation above substrate 4-inches minimum.
 - 3. Secure insulation to resist high winds.
 - 4. Do not use insulation which has been determined "wet" or which has been wet and has dried.
 - 5. Distribute insulation stored on roof deck to prevent concentrated loads that would impose excessive stress or strain on deck or structural members, or impede drainage.
 - 6. Remove manufacturer plastic shrink wrapping from materials prior to covering

with protective tarps/canvas.

1.06 SUBMITTALS:

- A. Product Data: Submit manufacturer's product data sheets, providing descriptive data, dimensions, LTTR values, and other pertinent criteria for each material proposed for use in construction of roof assembly.
- B. Samples: Provide physical examples of materials/components proposed for use to comprise the specified roof system.

1.07 SEQUENCING AND SCHEDULING:

- A. Plan roof layout with respect to roof deck slope to prevent rainwater drainage into completed roofing.
- B. Do not install more insulation than can be made watertight in same day.

1.08 PROJECT CONDITIONS:

- A. Environmental Recommendations:
 - 1. Apply roofing and insulation in dry weather.
 - 2. Do not proceed with roof construction during inclement weather or when precipitation is predicted with 30 percent or more possibility.
 - 3. Do not apply insulation over wet or moist deck or in foggy conditions.
 - 4. Consider days when wind speeds are 30 mph or greater as "inclement weather" days.
- B. Maintain on site equipment and material necessary to apply emergency temporary weather protection to incomplete work in event of sudden precipitation.

PART TWO - PRODUCTS**2.01 ROOF INSULATION:**

- A. Flat Stock Base Layer Insulation: Rigid, closed cell polyisocyanurate rigid board insulation utilizing non-chlorine/non-ozone depleting blowing agent, bonded to non-asphaltic coated fiberglass facers meeting ASTM C 1289, Type II, Class 2, Grade 2; maximum board size is 4 feet by 4 feet; 1.0-inch thickness such as "ACFoam-III" by Atlas Roofing Corp, "Paratherm CG" by Siplast, "FlintBoard ISO Cold" by Certainteed, "Resista" by Firestone, "ENRGY3 CGF" by Johns Manville, or approved equal.
- B. Cover Board: Moisture-resistant, 1/2-inch thick gypsum core roof board such as "SecuRock" by US Gypsum, "DensDeck Prime" by Georgia-Pacific, or approved equal.
- C. Tapered Edge Strip: Tapered perlite complying with ASTM C-728, to be used for tapered edge strips, size 1/2-inch (13mm) to 1-1/2-inch (37.5mm) thick by 6-inches (150mm) to 24-inches (600mm) wide such as "Tapered Fesco Edge Strip" by Johns Manville.

2.02 RELATED MATERIALS:

- A. Heat Resistant Insulation: Molded hydrous calcium silicate-based or mineral wool-based heat resistant rigid pipe insulation, 2-inches in thickness and sized for installation around circular/tubular element such as "Sproule WR-1200" by Johns Manville or "Thermafiber Pro Section WR" by Owens Corning
- B. Compressible Fill Insulation: Foil or paper faced compressible fiberglass batten roll

insulation of proper size and thickness to insert at openings at penetrations, perimeters, and curbs such as manufactured by Owens Corning.

- C. Low-Rise Foam Insulation Adhesive:
 - 1. Single-component Moisture-cured Adhesive: ASTM D-2126, dispensed from portable pressurized containers, such as "Insta-Stik Professional Roofing Adhesive" by Dow Chemical Co., "Para-Stick" by Siplast, or approved equal
 - 2. Dual-component Reaction-cure Adhesive: Two-part spray-applied low-rise urethane foam adhesive such as "OlyBond 500" by OMG, "JM Two-Part Urethane Adhesive" by Johns Manville, "Twin Jet" by Firestone, or approved equal.
- D. Insulation Fasteners: 1X8 shiplap wood deck: Self-tapping screws of sufficient length to penetrate the deck a minimum of 1-inch (25mm) with minimum 3-inch (75mm) diameter steel plates with recessed screw head such as "#14 Heavy Duty Roofing Fastener", or "#15 Extra Heavy Duty Roofing Fastener" as manufactured by OMG, as determined by results of pull-tests and as approved by material manufacturer.
- E. Base Sheet: Asphalt impregnated glass fiber base sheet, ASTM D 4897, Type II, as approved by manufacturer to meet specified wind uplift resistance and warranty requirements.
- F. Base Sheet Fasteners: 1x8 shiplap wood substrate: As approved by roof manufacturer to meet specified wind uplift resistance..

PART THREE - EXECUTION

3.01 EXAMINATION:

- A. Manufacturer's approved roofing contractor shall inspect and approve deck and substrates.
- B. Roofing contractor shall examine roof deck and related substrates and verify that there are no conditions that would prevent roof system manufacturer's approved application of roof system.
- C. Start of work constitutes acceptance of substrate and site conditions.

3.02 PROTECTION:

- A. Provide special protection from traffic on yet to be removed roofing and newly installed roof materials.

3.03 PREPARATION:

- A. Do not install insulation until defects in roof deck and substrates are corrected in order to meet roof system manufacturer's requirements and to ensure that deck conditions will not restrict roof drainage.
- B. Broom sweep and clean areas to receive new insulation.
- C. Perform pull-out resistance tests in general accordance with ANSI/SPRI FX-1-2006 with each of the specified base sheet fasteners and screw fasteners on the existing wood substrate. Provide results of the tests to Architect and manufacturer for determination of method of attachment.

3.04 INSTALLATION:

- A. Insulation - General:

1. Install specified insulation continuous across the roof deck in general accordance with manufacturer's guidelines.
 2. Stagger end joints of insulation boards 1/2 of overall length of board.
 3. Butt joints tightly allowing no more than 1/4-inch (6mm) wide gaps between units. Fill joints between adjacent boards with like insulation or foam adhesive.
 4. Do not use warped, bent, or otherwise damaged insulation boards.
 5. Field cut and fit insulation at penetrations, curbs, and walls.
- B. Base Sheet Application: Apply one layer of base sheet beginning at low edge and lapping each course 4-inches (100mm) along sides and 6-inches (150mm) at ends. Fasten side and end laps with fasteners spaced 7-inches (175mm) on-center. Down longitudinal center of each base sheet, install two rows of fasteners spaced 7-inches (175mm) on-center with each row staggered and spaced 12-inches (300mm) apart. The number of fasteners shall be increased within a minimum 6-foot wide strip at the perimeter (four rows of fasteners [one at side lap, three in field of sheet, equally spaced]) and within a 6 foot by 6 foot area in the corners (five rows of fasteners [one at side lap, four in field of sheet, equally spaced]); or as required to meet the specified wind uplift resistance.
- B. Mechanically Attached Insulation Layer:
1. Mechanically attach insulation layers to wood deck.
 2. Install specified base insulation layers on top of deck with end joints and side joints staggered from previous layer installed.
 3. Mechanically fasten insulation layers to roof deck in strict accordance with manufacturer's criteria to achieve specified wind uplift resistance.
 4. Fully engage and seat fasteners. Do not overtighten or strip threads. Bent, deformed, or unseated fasteners or plates are unacceptable.
 5. Fasteners must penetrate through the deck. Do not overdrive fasteners. Remove and replace overdriven, stripped, or non-engaged fasteners.
 6. Properly seat mechanical fasteners and keep heads flush with plates. Cupped plates or unseated screw heads are not acceptable.
 7. Do not rupture or deform surface of the insulation by mechanical fastening.
- C. Mechanically Attached cover board
1. Mechanically attach 1/2" cover board through insulation into wood deck.

3.05 CLEANING:

- A. Remove debris and material wrappers from roof to dumpster daily. Leave insulation clean, dry, and ready to receive new roofing.

3.06 ADJUSTING:

- A. Remove damaged insulation and install acceptable new units before installation of roof system.

3.07 PROTECTION:

- A. Provide special protection from traffic on completed work.

END OF SECTION 07 22 00

SECTION 07 52 00

MODIFIED BITUMEN MEMBRANE ROOFING

PART ONE - GENERAL

1.01 SECTION INCLUDES:

- A. Installation of two-ply modified bitumen roof membrane and related flashings.

1.02 RELATED SECTIONS:

- A. 07 22 00 - Roof Board Insulation.
- C. 07 62 00 - Sheet Metal Flashing and Trim.

1.03 REFERENCES:

- A. American Society for Testing and Materials (ASTM).
- B. FM Global Approval Guide.
- C. Underwriters Laboratories (UL): Building Materials Directory.
- D. National Roofing Contractors Association (NRCA): The NRCA Roofing and Waterproofing Manual.
- E. ASCE 7-10: "Minimum Design Loads for Buildings and Other Structures."
- F. Cool Roof Rating Council (CRRC).
- G. SPRI: Application Guidelines for Modified Bitumen Roofing Systems.
- H. FM Global Property Loss Prevention Data Sheets
 - 1. DS 1-28 "Wind Design".
 - 2. DS 1-29 "Roof Deck Securement and Above-deck Roof Components".
 - 3. DS 1-33 "Safeguarding Torch-applied Roof Installations"
 - 4. DS 1-49 "Perimeter Flashing".

1.04 QUALITY ASSURANCE:

- A. Application:
 - 1. Approved by manufacturer of accepted roofing system.
 - 2. A single applicator with a minimum of five years previous successful experience in installations of similar systems.
 - 3. Demonstrated successful installation in three other comparable historic buildings will be preferred. Submit subcontractor qualification statement.
- B. Manufacturer Requirements:
 - 1. Roof Membrane Assembly: Classified by Underwriters' Laboratories, Inc. as a Class A roof covering with no slope limitations.
 - 2. Roof Membrane Assembly: Classified by FM Global as a Class 1, approved assembly and Class 1-SH (Severe Hail) exposure.
 - 3. Manufacturer to have direct actual in-house experience in the manufacturing of the specified or similar products for a period of a minimum of twenty years.
 - 4. Manufacturer to have documented project history of installation of the specified or similar products in the United States for a period of a minimum of twenty years.

5. Manufacturer to provide authorized documentation of the physical/ mechanical properties from the testing laboratory of Manufacturer of the actual materials utilized for the project indicating compliance with applicable ASTM standards D 5147 and D 6298.
6. Manufacturer's top membrane ply product shall be tested by CRRC and meet the following requirements: Initial Solar Reflectance of 0.70 (minimum) and Thermal Emittance of 0.75 (minimum).
7. Manufacturer's products shall comply with the following standards:
 - a. Polyester/Fiberglass composite reinforcement SBS modified bitumen sheet, ASTM D 6162, Grade S or G, Type 1 – 3.
 - b. Fiberglass-reinforced SBS modified bitumen sheet, ASTM D 6163, Type 1 – 3, Grade S or G.
 - c. Polyester-reinforced SBS modified bitumen sheet, ASTM D 6164, Type 1 – 3, Grade S or G.
 - d. Polyester-reinforced APP modified bitumen sheet, ASTM D 6222, Type 1 or 2, Grade S or G.
- C. Regulatory Requirements:
 1. Classified by Underwriters' Laboratories, Inc. as a Class A roof covering.
 2. Classified by FM Global as a Class 1A assembly.
 3. Follow local, state, and federal regulations, safety standards and codes.
 4. Install roof system in manner to resist minimum wind uplift pressures calculated in accordance with ASCE 7-10 and following criteria: 151 mph wind speed; Exposure B; Risk Category III-IV; and Safety Factor of 1.2.
 5. Refer to applicable building codes for roofing system installation requirements and limitations. When a conflict exists, the more restrictive document will govern.
 6. Provide tested and approved system to meet or exceed the specified wind uplift pressures.
- D. Installation:
 1. Install in accordance with the manufacturer's current published application procedures, the general recommendations of the National Roofing Contractor's Association, and as supplemented by these documents.
 2. Follow Underwriters Laboratories requirements acceptable for use with specified products or systems.
 3. During installation and upon completion of installation, an inspection shall be conducted by a technical representative of the manufacturer to certify that roofing system has been installed according to manufacturer's most current published specifications and details.
 4. All roofing shall be as described in this Section and shall be provided and/or approved by roof system manufacturer.
 5. Obtain written approval from the manufacturer for any materials not manufactured or provided by manufacturer stating that materials are acceptable and are compatible with other materials and systems required.
 6. Personnel designated to utilized propane torching equipment to install roofing materials must have current CERTA safety certification issued by MRCA.
- E. Make no deviations from this Specification or the approved shop drawings without the prior written approval of the Architect, Owner's Representative, and roof

membrane manufacturer.

- F. Perform entire work of this Section in accordance with the best standards of practice relating to the trades involved.

1.05 DELIVERY, STORAGE AND HANDLING:

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Store materials in accordance with manufacturer's recommendations. Store rolled goods on end on clean raised platforms. Store other materials in dry area, protected from water and direct sunlight, and maintain at a temperature of 60 to 80 degrees Fahrenheit (16 to 27 degrees Celsius).
- C. Provide continuous protection of materials against deterioration.
- D. Materials Stored on Roof Levels:
 - 1. Distribute materials stored on roof to prevent concentrated loads that would impose excessive strain on deck or structural members or impede drainage. Position materials stored on roof over structural support beams and/or columns.
 - 2. Positively secure materials and protective covers to prevent displacement by wind.
 - 3. Tarp for protection from exposure.
 - 4. Cut and remove manufacturer's plastic "shrink wrapping" from materials during storage.

1.06 SUBMITTAL:

- A. General:
 - 1. Material manufacturer's roof system letter indicating the following: proposed roof system components; general installation requirements (adhesive coverage rate, fastener pattern layout, etc.); roof system uplift pressure resistance; supporting independent laboratory test report indicating respective test pressures; and warranty coverage to be provided.
 - 2. Material manufacturer's written approval/acceptance of specified roof system and issuance of specified warranty for project.
 - 3. Shop drawings of details.
 - 4. Manufacturer's product data sheets with Safety Data Sheets (SDS) on each material proposed for usage.
 - 5. Sample of warranty that is to be issued upon project completion.
 - 6. Samples of products proposed for use.
- B. Shop Drawings:
 - 1. Shop drawings which illustrate the Work, showing fabrication, layout, setting, or installation details.
 - 2. Prepare shop drawings for details that are proposed for the project. Indicate on a roof plan, the proposed location of detail presented on shop drawing.
 - 3. Indicate joints, types, and locations of fasteners, shapes, sizes, expansion joints, special conditions, and installation procedures for each flashing condition. Note critical dimensions, gauge, and finish of sheet metal for each flashing condition.
 - 4. Submit shop drawings showing layout, joining, profiles, and anchorages of fabricated work.
 - 5. Provide drawings depicting insulation board attachment for field, perimeter, and corner zones.
- C. Product Data: Submit manufacturer's catalog sheets, providing descriptive data for

each material proposed for use in construction of roof assembly and related flashings and components.

- D. Samples: Provide physical examples of materials/components proposed for use to comprise the specified roof system.

1.07 PROJECT CONDITIONS:

- A. Existing Conditions: Examine existing building and existing roofing and decking to determine physical conditions that affect removal of existing roofing and installation of new roofing and decking.
- B. Environmental Requirements:
 - 1. Apply roofing in dry weather.
 - 2. Do not remove existing roofing and flashing in inclement weather or when rain is predicted (30% or more possibility).
 - 3. Do not apply materials when ambient temperature is below 40 degrees Fahrenheit (5 degrees Celsius).
 - 4. Do not expose material to a constant temperature in excess of 180 degrees Fahrenheit (82 degrees Celsius).
- C. Protection:
 - 1. Provide special protection or avoid heavy traffic on completed work when ambient temperature is above 80 degrees Fahrenheit (27 degrees Celsius).
 - 2. Restore to original condition or replace work or materials damaged during handling or roofing materials.
- D. Emergency Equipment: Maintain on-site equipment necessary to apply emergency temporary edge seal in the event of sudden storms or inclement weather.

1.08 SEQUENCING AND SCHEDULING:

- A. Do not remove more existing roofing in one day than can be replaced with new roofing and flashing in same day.

1.09 WARRANTY:

- A. Contractor shall submit to Owner prior to final payment, two copies of the following warranties:
 - 1. Roofing Material Manufacturer's Warranty: Project shall be installed in such a manner that the roof system manufacturer will furnish a written full-system (including, but not limited to, insulation layers, fasteners, adhesives, flashing sheets, etc.), no dollar limitation, labor and material warranty agreeing to replace/repair defective materials and workmanship, including leakage of water, abnormal aging or deterioration of materials, and other failures of the materials to perform for a warranty period of (20) twenty years after date of written final acceptance by Owner.
 - 2. Contractor's Warranty: In addition, Contractor shall furnish a written warranty agreeing to repair/replace defective installation and workmanship causing leakage of water, deterioration of materials, and other failures of the installed system, sealants, painting coatings and related work on this project, to perform for a warranty period of two-years after date of written final acceptance by Owner.

PART TWO - PRODUCTS

2.01 MANUFACTURER:**A. Acceptable SBS Modified Bitumen Roofing Manufacturers:**

1. Siplast.
2. Soprema.
3. Firestone.
4. Johns Manville.
5. Or approved equal.

B. Acceptable APP Modified Bitumen Roofing Manufacturers:

1. Derbigum.
2. Certainteed.
3. Firestone.
4. Or approved equal.

2.02 SHEET MATERIALS:**A. SBS Membrane System:**

1. Membrane Base Ply: ASTM D 6164, Type I, Grade S; smooth-surfaced, polyester-reinforced, SBS modified bitumen sheet, suitable for application with cold-adhesive and/or heat-welding/torching methods such as "Paradiene 20 PR TG" or "Paradiene 20 PR" by Siplast, "Sopralene Flam 180" or "Sopralene 180 PS" by Soprema, "SBS Poly Torch Base" or "SBS Poly Base" by Firestone, or "DynaWeld 180S" or "DynaBase PR" by Johns Manville, or approved equal.
2. Membrane Top Ply: White-colored granule-surfaced, fiberglass/polyester reinforced, SBS modified bitumen sheet suitable for application with torch-application/heat welding such as "Paradiene 30 HT FR TG BW" by Siplast, "Sopralene 180 FR GR (SG)" by Soprema, "SBS FR Torch UltraWhite" by Firestone, "DynaWeld Cap 180 CR FR G" by Johns Manville.
3. Base Flashing System: One-ply of specified membrane base ply and one ply of specified top ply or other granule-surfaced (color to match cap sheet) polyester-reinforced SBS modified bitumen flashing sheet.

B. APP Membrane System:

1. Membrane Base Ply: ASTM D 6222, Type 1 or 2, Grade S; smooth-surfaced, polyester-reinforced APP modified bitumen sheet suitable for application with cold adhesive and/or heat welding/torching such as "DerbiBase HV" by DerbiGum, "Flintlastic STA" by Certainteed, or "APP 160" by Firestone.
2. Membrane Top Ply: ASTM D 6222, Type 1 or 2, Grade G; white-colored surfacing, polyester-reinforced, APP modified bitumen sheet suitable for application with cold adhesive and/or heat welding/torching methods such as "DerbiColor P CR FR" by DerbiGum, "Flintlastic GTA-FR with Cool Star" by Certainteed, or "APP 180 FR UltraWhite" by Firestone.
3. Base Flashing System: One ply of specified membrane base ply and one ply of specified membrane top ply.

2.03 RELATED MATERIALS:**A. Asphalt Primer: ASTM D 41.****B. Edge Sealant: Rubberized asphaltic plastic roof cement that is gun-grade version for sealing terminations of cap sheet such as "PerFlash" by DerbiGum, "Elastomastic 209" by Henry Co, or "#19 Ultra Rubberized Flashing Cement" by Karnak.**

- C. Elastomeric Plastic Roof Cement: Rubberized plastic roof cement such as "PerFlash" by Performance or "SopraMastic" by Soprema to be used for temporary seals of flashings, embedding flanged sheet metal flashings, and three coursing of seams, termination bars, and cuts in modified bitumen sheets.
- D. Cold Process Adhesive: Low VOC or solvent free asphaltic or polymeric based adhesive suitable for use with modified bitumen sheets such as "Permastic" by DerbiGum, "COLPLY EF Adhesive" by Soprema, "SFT Adhesive" by Siplast, "LiquiGard Adhesive" by Firestone, "MBR Bonding Adhesive" by Johns Manville, or approved equal.
- E. Cant Strip: 3-5/8-inches (92mm) by 1-1/2-inches (38mm) composite cant strips of perlite such as "FesCant Plus" by Johns Manville or "Energy Guard Perlite Cant Strip" by GAF with field-cut strips of cover board with chamfered ends or triangular-shaped modified bitumen cant strip comprised of cut sections of "DerbiGum GP", 2-1/4-inch X 2-1/4-inch X 3-1/4-inch in size such as "Double DerbiCant" by DerbiGum..
- F. Liquid Flashing System: Fluid-applied reinforced flashing system to apply around roof penetrations, low-profile flashing substrates, at roof drains, or other suitable locations that would be included in the warranty coverage for the roof membrane system and match color of finish ply such as "SeamFree" by Johns Manville, "Parapro" by Siplast, "DerbiFlash" by Derbigum, "Alsan" by Soprema, or approved equal.

2.04 MISCELLANEOUS MATERIALS:

- A. Best grade or quality approved by the manufacturer for the specific application.
- B. 2x4 perimeter nailer

PART THREE - EXECUTION

3.01 EXAMINATION OF SURFACES

- A. Examine substrate, roof deck, and related surfaces, and verify that there are no conditions such as inadequate anchorage, foreign materials, moisture, ridges, or other conditions that would prevent satisfactory installation of the roofing system.
- B. Correct or complete any condition requiring correction or completion prior to installation of the roofing system. Notify Owner's Representative in writing of unacceptable conditions.
- C. Verify the location of all interior ducts, electrical lines, piping, conduit, and/or similar obstructions. Perform all work in such a manner as to avoid contact with the above-mentioned items.
- D. Verify insulation is installed correctly.
- E. Start of work under this Part Three constitutes acceptance of deck substrate and site conditions.

3.02 PREPARATION:

- A. Do not stockpile debris on roof surface.
- B. Promptly remove debris each day. Use chutes, hoists, or other equipment to transfer debris from roof surface to disposal container.
- C. Cleaning:
 - 1. Verify that debris has been completely removed.
 - 2. Clean roof insulation with stiff bristle broom and forced-air blower immediately

prior to base ply application.

3.03 APPLICATION

- A. Prior to roof membrane installation, seal all openings, projections, and penetrations in the substrate to prevent material or debris entry into the building. Correct damage to the building or interior components caused by work at Contractor's sole expense.
- B. Membrane Installation - General:
 - 1. Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Apply roofing immediately following application of insulation as a continuous operation.
 - 2. The overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply specified materials, and exercise care to ensure finished application is acceptable to Consultant and Owner.
 - 3. When applicable, install sheet materials using adhesives applied to substrate for adhering the field of the sheet. Side laps and end laps shall be fused together using electric-operated hot-air welding equipment suitable for use with modified bitumen materials such as provided by Cadillac Products, Leister, or other suitable equipment.
 - 4. Prime top and bottom of metal surfaces, concrete surfaces, and masonry surfaces to receive roofing with a uniform coating of asphalt primer, at a nominal rate of one-gallon (3.8 liters) per 100 square feet (9.29 square meters).
 - 5. Place cant strips on top of substrate to form continuous monolithic substrate at walls and curbs. Nail wood cants to nailer and to wall or vertical nailer, where possible. Secure fibrous cants by embedding in ribbons of low-rise foam adhesive. Miter cut cant strips to form continuous substrate at corners. Adhere cut piece of roof cover board in low-rise foam adhesive over top of fibrous cant.
 - 6. Lay all layers of roofing free of wrinkles, creases, or fishmouths. Exert sufficient pressure on the roll during application to ensure prevention of air pockets.
 - 7. Lay layers of roofing perpendicular or parallel to the slope of the deck as recommended by manufacturer.
 - 8. Install roof system configuration and components as required to meet the requirements of the testing assembly for the respective proposed roof material manufacturer.
- C. Membrane Application - Base Ply:
 - 1. Cold Adhesive Application Option: Apply one ply of modified bitumen base ply over substrate in uniform continuous application of cold process adhesive. Apply adhesive at a nominal rate of 1-1/2 gallons to 2-1/2 gallons (5.71 liters to 9.5 liters) per 100 square feet (9.29 square meters), depending on the substrate (base sheet or insulation). Keep the adhesive applicator in close proximity to the material roll, maximum 2 feet (.7m). Exert sufficient pressure on roll during application. Roll field of sheet after initial installation of base ply with weighted lawn/linoleum roller. Heat-fuse the side and end lap seams of base ply with controlled hot-air equipment.
 - 2. Heat-Fusing Application Option: Apply one ply of modified bitumen base ply over substrate using heat-fusing methods with hot-air gun equipment suitable for modified bitumen sheets. Apply heat evenly across the front face and full width of the roll while pulling roll forward and unrolling roll uniformly with an even

downward pressure. Apply heat to roll until the bitumen back coating reaches the desired application temperature, resulting in complete melting of the burn-off film, a glossy appearance of the back coating, and an approximate 1/4-inch (6mm) to 1/2-inch (13mm) bitumen flow from edge of sheet. Exert sufficient pressure on roll during application. Do not stand on the subject sheet during the installation process.

3. Fully adhere membrane base ply to base sheet or insulation and have a minimum of 3-inch (75mm) side laps and 6-inch (150mm) end laps. Stagger end laps of adjacent sheets of membrane base ply a minimum of 3 feet. Extend field sheet of membrane base ply to top edge of cant.
 4. Complete membrane base ply application over respective roof area prior to application of membrane top ply. Apply additional ply of membrane base ply in low areas or areas that may be subjected to ponding water or to promote positive drainage.
 5. Apply a patch over areas of base ply with areas of physical damage or other defects. Patch to be the full width of membrane base ply and extend a minimum of 2-inches (50mm) beyond the defect in each direction.
 6. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
- D. Base Flashing Application - Base Ply:
1. Install and complete application of base ply of flashing each day base ply of membrane is installed. Install base ply flashings at curbs and parapet walls.
 2. Install first ply of base flashing extending horizontally 4-inches (100mm) beyond edge of cant or sheet metal flashing flange and vertically to top edge of curb, wall, or minimum 4-inches (100mm) above the top of the cant.
 3. Length of base flashings shall be maximum 6-feet (2m). Lap ends of base flashings 4-inches (100mm), minimum. Seal top edge of base flashing on a daily basis with a continuous troweling of elastomeric roof cement.
 4. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
 5. For wood substrate, mechanically attach a base sheet 8-inches (200mm) on-center in all directions and along lap seams, overlapping adjacent sheets 4-inches (100mm), minimum. Adhere modified bitumen base ply flashing to base sheet.
 6. Where existing substrate is deemed unacceptable to install new materials, attached plywood or acceptable gypsum sheathing to serve as new substrate for flashing membrane.
- E. Strip-in Flashing:
1. Prime top and bottom of metal flanges and other sheet metal components completely and allow to dry prior to installation.
 2. After membrane base ply has been applied, install metal flange flashings according to Section 07 62 00 - Sheet Metal Flashing and Trim. Strip-in flange/metal with strips of base flashing (base ply) concealing entire flange or horizontal surface of metal flashing and extending a minimum of 4-inches (100mm) beyond edge of flange/metal and heat-fusing strip-in to base ply.
- F. Membrane Application - Top Ply:
1. Unroll top ply and cut roll length in half approximately 15-foot lengths. Lay cut sections of top ply with underside exposed to allow the sheet to relax prior to

- application. Prior to application, re-roll "relaxed" sheet using insert provided with roll.
2. Beginning at the low point on the roof, fully adhere membrane top ply to membrane base ply with minimum of 3-inch (100mm) side laps or width of selvage edge and 6-inch (150mm) end laps. Extend membrane top ply to top edge of cant. Apply each sheet directly behind applicator. Stagger side laps of top ply a minimum of 12-inches (300mm) from side laps of base ply.
 3. Cold Adhesive Application: Apply modified bitumen top ply in uniform continuous application of cold process adhesive. Apply adhesive at a nominal rate of 1-1/2 gallons to 2-1/2 gallons (5.71 liters to 9.5 liters) per 100 square feet (9.29 square meters). Keep the adhesive applicator in close proximity to the material roll, maximum 2 feet (.7m). Exert sufficient pressure on roll during application. Roll field of sheet after initial installation of top ply. Heat-fuse the side and end lap seams of the cap sheet with hot-air gun equipment.
 4. Heat-Welding/Fusing Application: Apply heat evenly across the face and full width of the roll while unrolling roll uniformly with an even downward pressure. Apply heat to roll using hot-air equipment until the bitumen back coating reaches the design application temperature, resulting in complete melting of the burn-off film, a glossy appearance of the back coating, and an approximate 1/4-inch (6mm) to 1/2-inch (13mm) bitumen flow from edge of sheet. Roll lap seams with steel roller immediately upon fusing/ mating of the sheets.
 5. While installing membrane top ply, provide proper protection or method during application to prevent contamination, soiling, charring, or marring the finish surfacing of previously installed sheet. Exert sufficient downward pressure on roll during application.
 6. During end lap application, trim the inside corner along the selvage edge of the underlying sheet at the end of the roll. The trimmed area shall be the width of the selvage edge and extend downward from the end of the roll to the outer side of the roll in a linear direction approximately 5-1/2-inches (138mm) from end of roll. Trim outside corner of membrane top ply at end laps to provide rounded finished corner. Remove surfacing or de-granulate areas of underlying top ply to receive overlapped portion of adjacent sheet. Pre-heat the subject area of the underlying sheet so that surfacing material can be removed or that granules can be "depressed" or sunk into the compound and the bitumen compound exudes up through the granules to result in a bituminous material-to-bituminous material contact.
 7. Embed white-colored granules into bituminous bleed-out along edges of cap sheet to provide monolithic surface color.
 8. Install membrane top ply so that end laps of every other sheet are aligned.
 9. Apply a patch over areas of membrane with displaced/dislodged granules/surfacing or other surface discoloration or defects. Patch shall be the full width of membrane top ply and extend a minimum of 2-inches (50mm) beyond the defect in each direction. Round corners of membrane patches.
 10. Apply additional finish material, color to match top ply, over stains, soiling, and other areas of the top ply with displaced or discolored surfacing.
 11. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
 12. Apply membrane top ply and terminate at the rise in the metal component. Apply

a continuous bead of edge sealant along edge terminations of modified bitumen sheet (i.e. flashing flanges, exhaust vents, metal edge, etc.). Bead of edge sealant shall match height of top sheet surfacing and shall be "canted" to shed water. Embed loose granules or coat with elastomeric coating, color to match top ply, into newly installed edge sealant.

G. Base Flashing Application - Top Ply:

1. Apply top ply of flashings only after membrane top ply is in place at curbs and parapet walls.
2. Remove surfacing or de-granulate granulated surfaces on top ply sheet of membrane and flashings to receive flashing top ply. Pre-heat the subject area of the underlying surfaced sheet so that surfacing can be removed or so that granules can be "depressed" or sunk into the compound and the bitumen compound exudes up through the granules to result in a bituminous material-to-bituminous material contact.
3. Cut modified bitumen flashing membrane to extend a minimum of 4-inches (100mm) above the top of the membrane top ply covering the cant. The overall minimum height of the top of the flashing membrane above the top of the roof surface is 8-inches (200mm). Extend flashings to full height of vertical substrate.
4. Extend the flashing membrane horizontally 4-inches (100mm) onto the field of the roof surface beyond the bottom edge of the cant strip.
5. Cut flashing from roll using selvage edge as lap seam for adjacent sheets, resulting in sheet lengths of nominal 3 feet (1m). Lap ends a minimum of 4-inches (100mm) and stagger laps from laps of underlying plies.
6. Fully adhere and conform top ply of flashing to substrate. Extend bleed-out of applied base flashing a minimum of 1/2-inch (13mm) beyond the side or end lap. "Broom-in" foil-faced flashing ply immediately upon installation using a damp sponge mop. Embed granules or coat bleed-out with aluminum dust/elastomeric coating, to match finish surfacing.
7. Walls: Mechanically attach top edge of modified bitumen membrane flashing with termination bar and appropriate fasteners spaced 6-inches (150mm) on-center. Apply three-coursing consisting of an initial continuous troweling of elastomeric plastic roof cement, embedded reinforcing fabric, and a secondary application of elastomeric plastic roof cement along and concealing the top edge of base flashing and termination bar. Utilize duct/masking tape, or similar tape, to provide line of demarcation for three-coursing located parallel and 2-inches below termination bar.
8. For wall substrates greater than 12-inches (300mm) in height, install base flashing to a height of 12-inches (300mm) as specified. For remaining wall height, Adhere modified bitumen flashing to substrate and overlap wall flashing on top edge of base flashing a minimum of 4-inches (100mm). Install appropriate fasteners in vertical lap seams spaced 6-inches (150mm) on-center. Apply three-coursing over completed lap seams.
9. Apply cut section of modified bitumen over corners of curb flashings to conceal cuts in flashing material at corner laps.
10. Install flashing sheets on adjoining perpendicular sides (outside corners) of curbs or walls so that outside corners of flashing sheet align and are rounded.
11. Curbs: For curbs with non-removable hoods/covers/units, extend flashing to full

height of curb, secure with termination bar and appropriate fastener, and apply three-coursing of plastic cement and reinforcing fabric over top edge of sheet. Utilize duct/masking tape, or similar tape, to provide line of demarcation for three-coursing located parallel and 2-inches below termination bar. For curbs with removable hoods/covers/units, wrap flashing sheet over top of curb and secure to top or inside of curb with angle termination bar and appropriate fasteners spaced 6-inches (150mm) on-center.

H. Metal Flanged Flashings:

1. Apply membrane top ply and terminate at the rise in the metal component.
2. Apply a target around penetrations or utilize flashing method to conceal cuts in the membrane top ply.
3. Apply a continuous bead of edge sealant along edge terminations of modified bitumen sheet (i.e. flashing flanges, exhaust vents, metal edge, etc.). “Cant” bead of edge sealant to shed water. Embed loose granules in newly installed edge sealant and apply coating to match finish of top ply, where applicable.

I. Liquid-Flashings

1. Apply liquid flashing systems in accordance with the manufacturer’s application guidelines at select and designated locations where conventional flashings cannot be installed to meet manufacturer’s warranty requirements and around roof drain sump areas.
2. Clean penetrating element or approved substrate to receive liquid flashing system.
3. Apply masking tape on substrate to create straight-edge terminations of the liquid flashing system.
4. Embed reinforcing fabric in the liquid flashing system to form monolithic flashing with the finished roofing membrane. Apply finish surfacing on the liquid flashing system to match the color of the finished top ply of the roof membrane or substrate to which the coating is applied as approved by Architect.
5. Apply reinforced liquid flashing system on top of cap sheet in area 3-feet X 3-feet around each primary roof drain. Embed granules, color to match cap sheet, in surface of liquid flashing.
6. Apply reinforced liquid flashing/roofing system on top of cap sheet in area 3-feet x 3-feet located around goose-neck heat exhaust vents and/or pipes that discharge material onto roof surface. Finish surface of liquid flashing/roofing to match color of cap sheet.

J. Daily Seal:

1. Install temporary seal at completion of each day’s work.
2. Ensure that water does not flow beneath any completed sections of the membrane system. This will include completion of all flashings, terminations, and daily seals. When possible, install starting at the highest point of the project area, working to the lowest point.
3. Temporarily seal membrane edge with plastic roof cement. Exercise caution to ensure that membrane is not temporarily sealed near drains in such a way to promote water migration below the membrane or impede drainage.
4. Install primary night seal beneath daily night seal in such a manner to seal both new and existing roof system to roof deck to prevent moisture migration from or into either old roof or new roof.

5. Install daily night seals by extending the new roof membrane beyond the insulation and sealing to the existing roof surface using plastic roof cement, sealant, self-adhering membrane or other material/method to achieve watertight seal.
 6. When work is resumed, remove and dispose of portion of membrane where materials were applied to achieve night seal.
- K. Daily Fire Watch: Contractor personnel to perform daily "Fire Watch" a minimum of two-hours upon completion of heat-fusing installation methods. Contractor to utilize an infrared-sensing thermometer or similar equipment that can provide instant detection of elevated and/or different temperatures of roofing materials. If elevated or suspect temperatures or underlying conditions are detected, contractor to remove necessary materials and perform necessary actions to alleviate the noted condition. Maintain appropriate number of fire extinguishers on roof during installation of roofing, minimum one per application location.

3.04 CLEANING:

- A. Remove debris, adhesives, and sealants from surfaces.
- B. Remove debris and material waste from project site.

END OF SECTION 07 52 00

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 2 - GENERAL

2.1 SUMMARY

- A. Section Includes:
 - 1. Manufactured reglets with counterflashing.
 - 2. Gravel Guard

PART 3 - PRODUCTS

3.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

3.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Stainless Steel Sheet: ASTM A240/A240M, Type 304 , dead soft, fully annealed; with smooth, flat surface.

3.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners , solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.

- b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - 2. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
- C. Solder:
 - 1. For Stainless Steel: ASTM B32, Grade Sn60 , with acid flux of type recommended by stainless steel sheet manufacturer.
- D. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Fry Reglet Corporation.
 - 2. Material: Stainless steel, 0.0188 inch thick .
 - 3. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
 - 4. Accessories:
 - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
 - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.

3.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
 - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
 - 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams:
 - 1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

3.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing (Gravel Stop): Fabricate in minimum 96-inch- long, but not exceeding 12-foot- long sections. Furnish with 6-inch- wide, joint cover plates. Shop fabricate interior and exterior corners.
 - 1. Fabricate from the following materials:
 - a. Stainless Steel: 0.0188 inch thick.
- B. Counterflashing: Fabricate from the following materials:
 - 1. Stainless Steel: 0.0188 inch thick.

PART 4 - EXECUTION

4.1 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 - 1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
 - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 - 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 - 6. Do not field cut sheet metal flashing and trim by torch.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by

painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws .
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
 - a. Form joints to completely conceal sealant.
 - b. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - c. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
 2. Do not use torches for soldering.
 3. Stainless Steel Soldering:
 - a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.
 - b. Promptly remove acid-flux residue from metal after tinning and soldering.
 - c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

4.2 INSTALLATION OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements , sheet metal manufacturer's written installation instructions, and cited sheet metal standard.
1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing:
1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.

2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.

1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
2. Extend counterflashing 4 inches over base flashing.
3. Lap counterflashing joints minimum of 4 inches.

4.3 INSTALLATION OF WALL FLASHINGS

- A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, and similar flashings to extend [**4 inches**] beyond wall openings.
- C. Reglets: Installation of reglets is specified in under this section of work. Cut into brick mortar joint and seal with NP1 joint sealant

4.4 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

4.5 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

4.6 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

SECTION 08 91 00

EXTRUDED ALUMINUM STATIONARY WALL LOUVERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Miami-Dade County, Florida approved extruded aluminum stationary louvers.

1.2 REFERENCES

- A. AMCA 500-L - Test Methods for Louvers, Dampers and Shutters.
- B. AMCA 511 - Certified Ratings Program for Air Control Devices.
- C. AMCA 540 - Test Methods for Louvers Impacted by Wind Borne Debris.
- D. AMCA 550 – Test Method for High Velocity Wind Driven Rain Resistant Louvers.
- E. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- F. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- G. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars,
- H. Florida Building Code: Testing Application Standard (TAS) No. 100(A)-95 Test Procedure for Wind and Wind Driven Rain Resistance and/or Increased Windspeed Resistance of Soffit Ventilation Strip and Continuous or Intermittent Ventilation System Installed at the Ridge Area.
- I. Florida Building Code: Test Application Standard (TAS) No. 201 Large and Small Missile Test Standards.
- J. Florida Building Code: Test Application Standard (TAS) 202 Uniform Structural Load Standards.
- K. Florida Building Code. Test Application Standard (TAS) 203 Uniform Cyclic Pressure Test Standards.

1.3 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Horizontal Louver: Louver with horizontal blades; i.e., the axes of the blades are horizontal.
- C. Vertical Louver: Louver with vertical blades; i.e., the axes of the blades are vertical.

- D. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.
- E. Rain-Resistant Louver: Louver that provides specified wind-driven rain performance, as determined by testing according to AMCA 500-L.

1.4 ACTION SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: For each product to be used, including:
 - 1. Manufacturer's product data including performance data.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
- C. Shop Drawings:
 - 1. Submit shop drawings indicating materials, construction, dimensions, accessories, and installation details.
- D. Product Schedule: For louvers. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and Installer.
- B. Product Test Reports: For each type of louver, for tests performed by a qualified testing agency.
- C. Product Qualifications:
 - 1. Louver shall comply with AMCA 540 and AMCA 550.
 - 2. Florida Building Code (FBC) High Velocity Hurricane Zones: Test Application Standard (TAS) 100(A)-95.
 - a. Test procedure for wind and wind-driven rain resistance and/or increased wind speed resistance of soffit ventilation strip and continuous or intermittent ventilation system installed at ridge area.
 - 3. Miami-Dade County Code Compliance Office: Checklist #0240 for the approval of louvers (including gable end louvers).
 - 4. Louver shall be certified to Miami-Dade standards TAS 201 (Large Missile Impact), TAS 202 (Uniform Static Air Pressure) and TAS 203 (Cyclic Wind Loading).
 - 5. Louvers shall be factory engineered to withstand the specified seismic loads.
 - a. Minimum design loads shall be calculated to comply with ASCE – 7, or local requirements of Authority Having Jurisdiction (AHJ).

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store materials in a dry area indoors, protected from damage and in accordance with manufacturer's instructions.
- C. Handling: Protect materials and finishes during handling and installation to prevent damage.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. Manufacturer shall provide standard limited warranty for louver systems for a period of five years (60 months) from date of installation, no more than 60 months after shipment from manufacturing plant. When notified in writing from the Owner of a manufacturing defect, manufacturer shall promptly correct deficiencies without direct financial cost to the Owner.
- B. Manufacturer shall provide a 5 year limited warranty for Class I and a 3 year limited warranty for Class II anodized finish on extruded aluminum substrates.
 - 1. Seller warrants the Finish under normal atmospheric conditions.
 - a. Will not crack, craze, flake or blister
 - b. Will not change or fade more than (5) Delta-E Hunter units as determined by ASTM method D-2244
 - c. Will not chalk in excess of ASTM D-4214-07 number (8) rating, determined by the procedure outlined in ASTM D-4214-07 specification test.
 - 2. Any forming or welding must be done prior to finishing. Post forming or welding will void the warranty.
 - 3. This Warranty applies only if the anodized aluminum product is installed in strict accordance with Seller's recommended practices and maintained in accordance with AAMA (American Architectural Manufacturers Association) publication number 609 and 610-09 ("Cleaning and Maintenance Guide for Architecturally Finished Aluminum").

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Greenheck; PO Box 410, Schofield, WI 54476-0410. Tel (715) 359-6171
- B. Substitutions: Ruskin Company; 3900 Dr. Greaves Road, Kansas City, Missouri 64030. Tel: (816) 761-7476.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 MIAMI-DADE COUNTY APPROVED STATIONARY LOUVER

- A. Model: EHH-601D with VCD-40 as manufactured by Greenheck.
 - 1. Miami-Dade Acceptance Number: 17-0919.05 (Expires 12/6/2022).
 - 2. Florida Notice of Acceptance Number: FL10088.1
- B. Fabrication: Extruded aluminum stationary louver style.
 - 1. Frame:
 - a. Frame Depth: 6 inches (152 mm).
 - b. Wall Thickness: 0.081 in.
 - c. Material: Extruded aluminum, Alloy 6063-T6.

- 2. Blades:
 - a. Style: Horiz rain resistant
 - b. Material: Extruded aluminum, Alloy 6063-T5.
 - c. Wall Thickness: 0.081 inch (2.1 mm), nominal.
 - d. Blades horiz.
- C. Design Load:
 - 1. Design Wind Load: Incorporate structural supports and mullions required to withstand design wind load of +160 PSF (7.66 kPa) and -140 PSF (6.70 kPa).
 - 2. Designed Windload: Per Code.
 - 3. Louvers shall be provided with rear mounted blade supports as required to comply with wind load criteria.

2.3 ACCESSORIES

- A. Insect Screens:
 - 1. Aluminum: 18-16 mesh, mill finish, .011 inch (0.3 mm) wire.
 - 2. Frame: Aluminum.
- B. VCD-40 Damper:

2.4 FINISHES

- A. Finish: Mill finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect areas to receive louvers. Notify the Architect of conditions that would adversely affect the installation or subsequent utilization of the louvers. Do not proceed with installation until unsatisfactory conditions are corrected.
- B. If opening preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean opening thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install louvers at locations indicated on the drawings and in accordance with manufacturer's instructions.
- B. Install louvers plumb, level, in plane of wall, and in alignment with adjacent work.
- C. Install joint sealants as specified in Section 07 92 00.

3.4 CLEANING

- A. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 09 24 00 - CEMENT PLASTERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior horizontal and nonvertical plasterwork.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of factory-prepared finish coat and for each color and texture specified.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance Ratings: Where indicated, provide cement plaster assemblies identical to those of assemblies tested for fire resistance according to ASTM E119 by a qualified testing agency.

2.2 METAL LATH

- A. Expanded-Metal Lath: ASTM C847, cold-rolled carbon-steel sheet with ASTM A653/A653M, **G60**, hot-dip galvanized-zinc coating.
 - 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Alabama Metal Industries Company; a Gibraltar Industries company.
 - b. CEMCO; California Expanded Metal Products Co.
 - c. ClarkDietrich.
 - d. MarinoWARE.
 - e. Phillips Manufacturing Co.
 - 2. Diamond-Mesh Lath: Self-furring, **3.4 lb/sq. yd.**

2.3 ACCESSORIES

- A. General: Comply with ASTM C1063, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
- B. Metal Accessories:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Alabama Metal Industries Company; a Gibraltar Industries company.
 - b. Brand X Metals, Inc.
 - c. CEMCO; California Expanded Metal Products Co.
 - d. ClarkDietrich.
 - e. Flannery, Inc.
 - f. MarinoWARE.
 - g. Phillips Manufacturing Co.
2. External- (Outside-) Corner Reinforcement: Fabricated from metal lath with ASTM A653/A653M, **G60**, hot-dip galvanized-zinc coating.
3. Cornerbeads: Fabricated from zinc.
 - a. Smallnose cornerbead with expanded flanges; use unless otherwise indicated.
 - b. Smallnose cornerbead with perforated flanges; use on curved corners.
 - c. Smallnose cornerbead with expanded flanges reinforced by perforated stiffening rib; use on columns and for finishing unit masonry corners.
 - d. Bullnose cornerbead, radius **3/4 inch** minimum, with expanded flanges; use at locations indicated on Drawings.
4. Casing Beads: Fabricated from zinc; square-edged style; with expanded flanges.
5. Control Joints: Fabricated from zinc; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
6. Expansion Joints: Fabricated from zinc; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
7. Two-Piece Expansion Joints: Fabricated from zinc; formed to produce slip-joint and square-edged reveal that is adjustable from **1/4 to 5/8 inch** wide; with perforated flanges.

2.4 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, **1/2 inch** long, free of contaminants, manufactured for use in cement plaster.
- C. Bonding Compound: ASTM C932.
- D. Fasteners for Attaching Metal Lath to Substrates: ASTM C1063.
- E. Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, not less than **0.0475-inch** diameter unless otherwise indicated.

2.5 PLASTER MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I.
 1. Color for Finish Coats: White.
- B. Lime: ASTM C206, Type S; or ASTM C207, Type S.
- C. Sand Aggregate: ASTM C897.

1. Color for Job-Mixed Finish Coats: White.

2.6 PLASTER MIXES.

- A. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
 1. Portland Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1-part portland cement and 0 to 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1-part portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
 2. Masonry Cement Mixes:
 - a. Scratch Coat: Mix 1 part masonry cement and 2-1/2 to 4 parts aggregate.
 - b. Brown Coat: Mix 1 part masonry cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.
 3. Portland and Masonry Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1-part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1-part portland cement and 1 part masonry cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
 4. Plastic Cement Mixes:
 - a. Scratch Coat: Mix 1 part plastic cement and 2-1/2 to 4 parts aggregate.
 - b. Brown Coat: Mix 1 part plastic cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.
 5. Portland and Plastic Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1 part plastic cement and 1-part portland cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1 part plastic cement and 1-part portland cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- B. Factory-Prepared Finish-Coat Mixes: For acrylic-based finish coatings, comply with manufacturer's written instructions.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Prepare smooth, solid substrates for plaster according to ASTM C926.
- B. Fire-Resistance-Rated Assemblies: Install components according to requirements for design designations from listing organization and publication indicated on Drawings.

3.2 INSTALLING METAL LATH

- A. Metal Lath: Install according to ASTM C1063.

3.3 INSTALLING ACCESSORIES

- A. Install according to ASTM C1063 and at locations indicated on Drawings.
- B. Reinforcement for External (Outside) Corners:
 - 1. Install lath-type, external-corner reinforcement at exterior locations.
 - 2. Install cornerbead at interior locations.
- C. Control Joints: Locate as indicated on Drawings.

3.4 PLASTER APPLICATION

- A. General: Comply with ASTM C926.
- B. Walls; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork with **3/4-inch** total thickness, as follows:
 - 1. Portland cement mixes.
 - 2. Masonry cement mixes.
 - 3. Portland and masonry cement mixes.
 - 4. Plastic cement mixes.
 - 5. Portland and plastic cement mixes.
- C. Concealed Interior Plasterwork:
 - 1. Where plaster application is concealed behind built-in cabinets, similar furnishings, and equipment, apply finish coat.
 - 2. Where plaster application is concealed above suspended ceilings and in similar locations, omit finish coat.
 - 3. Where plaster application is used as a base for adhesive application of tile and similar finishes, omit finish coat.

3.5 PLASTER REPAIRS

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

END OF SECTION 09 24 00

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Texture finishes.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum wallboard.
2. Gypsum board, Type X.
3. Mold-resistant gypsum board
4. Joint treatment materials.
5. Sound-attenuation blankets.
6. Acoustical sealant.
7. Textured finishes.

B. Samples: For each texture finish indicated on same backing indicated for Work.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E90 and classified according to ASTM E413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C1396/C1396M.

1. Thickness: $\frac{1}{2}$ inch.

2. Long Edges: Tapered.

B. Gypsum Board, Type X: ASTM C1396/C1396M.

1. Thickness: $\frac{1}{2}$ inch.
2. Long Edges: Tapered.
3. Core: $\frac{1}{2}$ inch, Type X.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

2.6 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- D. Thermal Insulation: As specified in Section 07 21 00 "Thermal Insulation."

2.7 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.
 1. Texture: Orange peel.

PART 3 - EXECUTION

3.1 INSTALLATION AND FINISHING OF PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C840.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide ~~1/4-~~ to ~~1/2-inch-~~ wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- E. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Panels that are substrate for tile.
 3. Level 3: Not Used.
 4. Level 4: Not Used.
 - a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."
 5. Level 5: All painted locations unless noted otherwise.

- a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

3.2 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.

3.3 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 09 29 00

SECTION 09 51 23 – USG RADAR™ ACOUSTICAL TILE CEILINGS

2.3 ACOUSTICAL TILES

A. Acoustical Panel

1. Basis of Design: Subject to compliance with project requirements, the design is based on the following: USG Interiors, LLC, "Radar". 2570
2. Classification: Provide ceiling panels complying with ASTM E 1264 for type, form and pattern as follows:
 - a. Type: III, mineral base with painted finish
 - b. Form: 2, water felted
 - c. Pattern: C & E, perforated, small holes and light texture
3. Color: Flat White 050
4. LR: Not less than 0.84.
5. NRC: Not less than 0.45.
6. CAC: Not less than 35.
7. Edge/Joint Detail: Stapled Flange.
8. Panel Thickness: 5/8 inch (15.8 mm).
9. Modular Size: 12 by 12 inches (305 by 305 mm).
10. Recycled Content: Up to [59%.
11. VOC Emissions: Third party (GREENGUARD Gold) certified for low-emitting performance, meets California Department of Public Health's (CDPH) Standard Method v1.1-2010 (CA Section 01350). 'Certificates of Compliance for Low VOC Emissions are available on usg.com and at productguide.ulenvironment.com
12. Panel Features:
 - a. Biobased product that is USDA certified.
 - b. Abuse Resistant, high durability and can be cleaned easily with a soft brush & vacuumed.
13. Panel Options:
14. ClimaPlus™ 30-year limited system warranty performance: Contains a broad-spectrum antimicrobial additive on the face and back of the panel that provides resistance against the growth of mold and mildew. Includes sag resistance performance

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Primers.
2. Water-based finish coatings.
3. Solvent-based finish coatings.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of topcoat product.
- C. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.3 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. PPG Paints.
 2. Sherwin-Williams Company (The).

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

- B. Colors: As selected by Architect from manufacturer's full range.

1. Thirty percent of surface area will be painted with deep tones.

2.3 PRIMERS

- A. Interior Latex Primer Sealer: Water-based latex sealer used on new interior plaster, concrete, and gypsum wallboard surfaces.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. PPG Paints.
 - b. Sherwin-Williams Company (The).

- B. Interior, Institutional Low-Odor/VOC Primer Sealer: Water-based primer sealer with low-odor characteristics and a VOC of less than 10 grams per liter for use on new interior plaster, concrete, and gypsum wallboard surfaces that are subsequently to be painted with latex finish coats.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. PPG Paints.
 - b. Sherwin-Williams Company (The).

- C. Interior Latex Primer for Wood: Waterborne-emulsion primer formulated for resistance to extractive bleeding, mold, and microbes; for hiding stains; and for use on interior wood subject to extractive bleeding.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. PPG Paints.
 - b. Sherwin-Williams Company (The).

- E. Water-Based Bonding Primer: Water-based-emulsion primer formulated to promote adhesion of subsequent specified coatings.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. PPG Paints.
 - b. Sherwin-Williams Company (The).

2.4 WATER-BASED FINISH COATS

- A. Interior, Latex, Eggshell: Pigmented, water-based paint for use on primed/sealed interior plaster and gypsum board, and on primed wood and metals.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. PPG Paints.
 - b. Sherwin-Williams Company (The).
 2. Gloss and Sheen Level: Manufacturer's standard eggshell finish Gloss of 10 to 25 units at 60 degrees and sheen of 10 to 35 units at 85 degrees when tested in accordance with ASTM D523.
- B. Interior, Latex, Institutional Low Odor/VOC, Eggshell: White or colored latex paint with low-odor characteristics and a VOC of less than 10 grams per liter, for use in areas, such as hospitals and other occupied buildings, where the odor and VOC levels of conventional latex products would preclude their use.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. PPG Paints.
 - b. Sherwin-Williams Company (The).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
- C. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING

SCHEDULE

A. Gypsum Board Substrates:

- a. High-Performance Architectural Latex System:
- b. Prime Coat: Interior latex primer sealer.
- c. Intermediate Coat: Matching topcoat.
- d. Topcoat: Interior, latex, high-performance architectural coating,
- e. Match existing sheen

B. Plaster

- a. Primer Coat: Interior Latex Primer
- b. Intermediate Coat: Interior Latex
- c. Topcoat: Interior Latex, high-performance architectural coating. Match existing sheen.

END OF SECTION 09 91 23

SECTION 09 93 23

Interior Stains and Transparent Finishes

Part 1 GENERAL

1.1 SECTION INCLUDES

- A Interior stains, transparent, and semi-transparent finishes

1.2 RELATED SECTIONS

- A Section 09 91 23 – Interior Painting

1.3 REFERENCES

- A SSPC-SP 1 - Solvent Cleaning
- B SSPC-SP 2 - Hand Tool Cleaning
- C SSPC-SP 3 - Power Tool Cleaning
- D SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete
- E ASTM F1869 - Moisture Test by use of Calcium Chloride
- F ASTM D4258 - Standard Practice for Cleaning Concrete
- G ASTM D4259 - Standard Practice for Abrading Concrete
- H ASTM D4260 - Standard Practice for Etching Concrete
- I ASTM D4263 - Plastic Sheet Method for Checking Moisture in Concrete
- J ICRI #310.2 - Surface Preparation of Concrete

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00, Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each paint and coating product should include:
 - 1 Product characteristics
 - 2 Surface preparation instructions and recommendations
 - 3 Primer requirements and finish specification
 - 4 Storage and handling requirements and recommendations
 - 5 Application methods
 - 6 Cleanup information
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- D. Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Paint Maintenance Manual" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MOCK-UP

Include a mock-up if the project size and/or quality warrant taking such a precaution. The following is one example of how a mock-up on a large project might be specified. When deciding on the extent of the mock-up, consider all the major different types of painting on the project.

- A. Finish surfaces for verification of products, colors, & sheens
- B. Finish area designated by Architect
- C. Provide samples that designate prime & finish coats
- D. Do not proceed with remaining work until the Architect approves the mock-up samples

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information:
 - 1 Product name, and type (description)
 - 2 Application & use instructions
 - 3 Surface preparation
 - 4 VOC content
 - 5 Environmental handling and SDS
 - 6 Batch date
 - 7 Color number
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- C. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

Part 2 PRODUCTS**2.1 MANUFACTURERS**

- A. Acceptable Manufacturer:
 - 1. The Sherwin-Williams Company is specified
 - 2. PPG
- B. Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 01 25 00 Product Requirements.
When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

2.2 APPLICATIONS/SCOPE

- A. Use this article to define the scope of painting if not fully defined in a Finish Schedule or on the drawings. This article must be carefully edited to reflect the surfaces actually found on the project. In some cases, it may be enough to use the first paragraph that says, in effect, "paint everything" along with a list of items not to paint, without exhaustively defining all the different surfaces and items that must be painted.
- B. If the project involves repainting some but not all existing painted surfaces, be sure to indicate the extent of the repainting.
- C. The descriptions of each system can also be used to further refine the definition of what is to be painted, stained, or clear finished.
- D. Surfaces to Be Coated:

Wood Interior Systems - Semi-Transparent
Wood Interior Floors

2.3 SCHEDULE INDEX – INTERIOR STAIN & TRANSPARENT FINISHES

- E **Wood Interior Systems (vertical) - Semi-Transparent Stain**
 - 1 Water Reducible Polyurethane
 - 2 Water Reducible Spar Urethane
 - 3 Alkyd System
 - 4 Polyurethane System
 - 5 Spar Urethane System
- F **Wood Interior Floors- Clear Finish**Page 11
 - 1 Water Reducible Polyurethane Systems
 - 2 Polyurethane Systems

2.3 SCHEDULE

A Wood Interior Systems (vertical) - Semi-Transparent Stain

4. Polyurethane (topcoat)

a Semi-Transparent Stain

- 1st Coat: S-W Minwax® Performance Series Tintable Wood Stain 250 VOC
- 2nd Coat: S-W Minwax® Fast-Drying Polyurethane
- 3rd Coat: S-W Minwax® Fast-Drying Polyurethane
(Gloss, Semi-Gloss, Satin)

B Wood Interior Floors-Clear Finishes

1. Polyurethane (topcoat)

a Clear Finish

- 1st Coat: S-W Minwax® Super Fast-Drying Polyurethane for Floors
- 2nd Coat: S-W Minwax® Super Fast-Drying Polyurethane for Floors
(Gloss, Semi-Gloss, Satin)

2.4 MATERIALS - GENERAL REQUIREMENTS

A Paints and Coatings - General:

- 1 Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- 2 For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.

B Primers:

- 1 Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- 2 The execution of backpriming of woodwork is usually specified in the woodwork section, although the materials may be specified here.

2.5 ACCESSORIES:

A Coating Application Accessories:

- 1 Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.

PART 3 EXECUTION

3.1 EXAMINATION

- A Do not begin application of coatings until substrates have been properly examined and prepared. Notify Architect of unsatisfactory conditions before proceeding.
- B If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- D Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead-based paints, notify Architect immediately if lead based paints are encountered.

3.2 SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

- A Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.
- B Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.
- C The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.
- D Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1-part liquid bleach and 3-parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.
- E Surface Preparation
 - 1 Wood—Interior

All finishing lumber and flooring must be stored in dry, warm rooms to prevent absorption of moisture, shrinkage, and roughening of the wood. All surfaces must be sanded smooth, with the grain, never across it. Surface blemishes must be corrected and the area cleaned of dust before coating. Patching compounds will generally be visible through clear coatings.

3.3 INSTALLATION

- A Testing: Due to the wide variety of substrates, preparation methods, application methods and environments, one should test the product in an inconspicuous spot for adhesion and compatibility prior to full-scale application.
- B Apply all coatings and materials with manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendation.
- C Do not apply to wet or damp surfaces.
 - 1.Wait at least 30 days before applying to new concrete or masonry or follow manufacturer's procedures to apply appropriate coatings prior to 30 days.
 - 2.Test new concrete for moisture content.
 - 3.Wait until wood is fully dry
- D Apply coatings using methods recommended by manufacturer.
- E Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- F Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.
- G Regardless of number of coats specified, apply as many coats as necessary for complete hide and uniform appearance.
- H Inspection: The coated surface must be inspected and approved by the Architect or Engineer just prior to the application of each coat.

3.4 PROTECTION

- A Protect finished coatings from damage until completion of project.
- B Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION 09 93 23