

City of Evansville



Invitation For Bids

IFB-508-06-2025

Wesselman Park Playground Restroom

Issue Date: August 4, 2025

Issued By: City of Evansville
Parks and Recreation Department
100 E. Walnut Street
C.K. Newsome Building
Evansville, IN 47713

Transmitted Via: Email and Posting on Website:
<https://www.evansvillegov.org/city/departments/division.php?structureid=133>

Plan Holder List: Contractors obtaining a bid package should send an email to:
Paul Bouseman at pabouseman@evansville.in.gov letting him know that
they have obtained a package

Proposals Due: September 3rd, 2025 at 12:00 Noon CST
1 NW Martin Luther King Jr. Blvd.
Evansville, IN 47708
Room 301

Invitation For Bids
IFB-508-06-2025
Wesselman Park Playground Restroom

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ATTACHED:

FORM OF CONTRACT (A101)

FORM OF GENERAL CONDITIONS (A201)

PROJECT MANUAL

BIDDER INSTRUCTIONS

1. INTRODUCTION

- A. The Board of Park Commissioners (the "Board") by and through the City of Evansville (the "City"), is soliciting competitive sealed bids from qualified contractors for the installation of a proposed restroom facility with associated utilities, sidewalks, and drainage improvements.
- B. Your company, among others, is invited to submit a bid on a competitive basis in the format described. The bid documents establish requirements and define responsibilities of the proposing contractor (the "Bidder" or "Contractor") relative to the Project.

2. GENERAL REQUIREMENTS

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. The Contractor shall purchase all items needed to provide services.
- B. The Contractor will furnish all tools and labor required for service.
- C. The Contractor shall coordinate with Paul Bouseman, Deputy Director for time and space to complete all work required.
- D. Contractor will be responsible for any needed traffic control (vehicular and/or pedestrian) during construction.
- E. Contractor must possess the required local licensing that pertain to work on this project at the time of bid opening, per Evansville Municipal Code 3.95.030.
- F. Prime Contractors are required to be designated as a Responsible Bidder at the time of bid submission for any bid over \$150,000 per Evansville Municipal Code 3.95.040. Submittal requirements of subcontractors may be provided immediately after bid award, but prior to the execution of a contract.
- G. Contractor must have a written drug testing program in place at the time of bid submission for any bid over \$10,000 per Evansville Municipal Code 3.95.020.
- H. Awarded Contractor must carry the required insurance throughout the bidding process until completion of this project listed in the General Conditions.

3. RESPONSE INSTRUCTIONS

The submitted bid must follow the rules and format established within this Invitation to Bid. Adherence to these rules will ensure a fair and objective analysis of all quotes.

In order to be complete, a bid must include the following information and completed documentation:

Bid Sheet

Bid Sheet Supplements – additional information and pricing required by Addenda to the Project Manual

Receipt of Addenda

Form 96 as prescribed by the Indiana State Board of Accounts, which includes the following:

Part I Project, owner and bidder information and bid amount,
Certification of Use of US Steel Products (If applicable)

Part II Section I Experience Questionnaire
Section II Plan and Equipment Questionnaire
Section III Contractor's Financial Statement
Section IV Contractor's Non-Collusion Affidavit
Section V Oath and Affirmation

EEO Statement

E-Verify Statement

Warranty Information for Equipment to be Installed

Bid Bond

Flash Drive

Failure to submit any of the required items may result in rejection of a bid.

4. PRE-BID CONFERENCE

A Mandatory Pre-bid Conference will be conducted on August 18, 2025 at 1:00 pm, local time in the Snack Bar Room in the CK Newsome Center at 100 E. Walnut. All prospective bidders must attend this conference and will be deemed unresponsive if not represented.

5. CONTACT WITH MUNICIPALITY EMPLOYEES

- A. To ensure a fair and objective evaluation of all bids, all inquiries must be submitted in writing to Paul Bouseman at pabouseman@evansville.in.gov with the Subject line:

WESSELMAN PARK PLAYGROUND RESTROOM

- B. Inquiries shall be submitted no later than eight (8) days prior to the stated opening time and date. This is to allow for ample time to respond and disseminate to all prospective bidders.
- C. All changes in specifications shall be in writing in the form of an addendum and furnished to all prospective bidders. Information obtained otherwise will not be considered in awarding of the contract. No changes to specifications will be permitted within seven (7) days prior to the quote opening.

6. ACCESS BID DOCUMENTS

Contractors shall examine the Project Manual including all specifications, drawings, and addenda in order to understand all existing conditions and limitations prior to submitting a bid.

7. COSTS OF BID PREPARATION AND SUBMISSION

Each bidder shall be responsible for all costs incurred in order to prepare and submit their response to this IFB.

8. BID BOND

- A. Each bid shall be accompanied (in the same envelope) by a bid bond or certified check, made payable to the "CITY OF EVANSVILLE", in an amount equal to five percent (5%) of the total bid submitted.
- B. No bid may be withdrawn after the opening of bid without the consent of the Evansville Board of Parks Commissioner for a period of thirty (30) days after the scheduled time of opening bids.

9. PUBLIC OPENING PROCEDURES

- A. No award will be made or implied at this time, unless otherwise indicated.
- B. Only the following information will be given:
- Bidder name and amount of bid
- C. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing Department personnel and any Bidder during or after the bid opening until the evaluation of bids have been completed and a recommendation for award has been made.

- D. A copy of the bid tabulation will be available to review in the Purchasing Department upon completion of the recommended award.
- E. Bidders who wish to review or request copies of bids may do so by contacting the Purchasing Department at 812-436-4915. A copy fee will be charged for copies.

10. ACCESS TO PUBLIC RECORDS

- A. All submissions may be considered public documents under applicable laws and may be subject to disclosure. Some bid records are public as soon as received by the City, others become public at bid opening, and others at bid award. Contractor recognizes and agrees that City will not be responsible or liable in any way for any losses that the Contractor may suffer from the lawful disclosure of information or materials to third parties.
- B. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the bid submission. Such designations will not necessarily be conclusive, and Contractor may be required to justify why such material should not, upon written request, be disclosed by the City under the applicable public records act.
- C. City will endeavor to provide at least two (2) business days' notice to the Contractor of a public records request for material submitted pursuant to this IFB (Invitation for Bid). The City will then release the document in accordance with the City's policy for responding to such requests unless both of the following are true:
 - i. the Contractor responds to the notice with any objection to the production of the document within two (2) business days of receipt of the notice; and
 - ii. the Contractor agrees in writing to indemnify City, in a form acceptable to City, in the event a challenge is brought for withholding a public record based on Contractor having designated it a trade secret.

11. BID FORMAT AND FORMS

- A. Each bid will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a sealed envelope.
- B. The bidder shall give all prices including base bid, alternates, and unit prices, as applicable, in both written form and numerical form for each item. In the event of a discrepancy between written prices and numerical prices the written price form will take precedence and will be used in computing the total project cost.
- C. Submit one (1) original and one (1) electronic copy on a flash drive in a Windows-compatible and searchable format such as PDF. Bids must be clear, concise, typewritten, and must be signed in ink by the official authorized to bind the submitter to its provisions.
- D. The contents of this bid will become incorporated within any contract signed by the Board and the contractor.

- E. Do not retype this bid. Instead, respond on a separate page and cite the section number for each response. All areas of the request must be addressed in the same sequence cited in the Bid instructions in order that proper consideration is given to the bid. Bids submitted without information or incomplete content will result in the bid being removed from consideration.

12. DELIVERY OF BIDS

The submittals must be sealed and clearly labeled:

SEALED BID ENCLOSED
IFB-508-06-2025
WESSELMAN PARK PLAYGROUND RESTROOM

1 NW Martin Luther King, Jr. Blvd, Room 323
Evansville, Indiana 47708
Bid Open Date: September 3, 2025

It is the sole responsibility of the Bidder to see that their bid is received in the proper time. Any bids received after the bid opening date and time shall be eliminated from consideration and returned to the Bidder unopened.

Prior to 11:45 a.m. CDT on September 3, 2025, bids must be delivered to:

Purchasing Department
Civic Center Administration Building, Room 323
1 NW Martin Luther King, Jr. Blvd.
Evansville, IN 47708

After 11:45 a.m. CDT, but no later than 12:00 p.m. (noon) CDT on August 20, 2025, bids must be delivered to:

City Council Chambers
Civic Center Administration Building, Room 301
1 NW Martin Luther King, Jr. Blvd.
Evansville, IN 47708

BID EVALUATION AND AWARD OF CONTRACT

1. EVALUATIONS

The bid selected shall be the lowest responsive and responsible bidder that provides the most comprehensive approach that meets the stated requirements. The Board reserves the right to award on a line-item basis.

2. RIGHT TO DISCUSSIONS

The agency reserves the right to conduct discussions with Respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The agency further reserves the right to excuse technical defects in a bid when, in its sole discretion, such excuse is beneficial to the agency.

3. RIGHT OF REFUSAL

The Board reserves the right to reject any one or all bids, or any part of any bid, to waive any irregularities in any bid, and to award the purchase in the best interest of the Board /City. Furthermore, the City reserves the right to hold the bid of the three (3) lowest Bidders for a period of sixty (60) calendar days from and after the time of the bid opening.

4. SUBCONTRACTORS

- A. The Board intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any and all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third-party beneficiary in all subcontracts.
- B. A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.
- C. The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

5. E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

6. TAXES

The City of Evansville is exempt from federal, state, and local taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

7. LICENSES AND PERMITS

- A. The successful Bidder shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.
- B. The Bidder, by submitting its Bid, certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

8. ACKNOWLEDGEMENT AND COMPLIANCE WITH LAW

The Contractor shall comply with the provisions as set forth in Indiana Code § 5-16-13, et al. as required by Indiana Code § 5-16-13-7. Additionally, Contractor shall execute the attached “Contractor’s Acknowledgement” and return to Owner prior to the commencement of any Work.

9. CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this bid and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this bid by Bidder constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this bid and any resulting contract.

10. AWARD OF CONTRACT

- A. It is the intent of the Board to enter into a contract with a provider that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to perform required functions necessary for managed care under this bid.
- B. Award recommendations are contingent upon an initial evaluation of the Contractor’s qualifications to determine if the Contractor is a quality service provider. The Contractor’s policies and procedures may be evaluated as a further determination of quality.
- C. The process of evaluating each Contractor’s bid may involve interviews with a random sampling of the Contractor’s current and previous customers. This is not an exclusive criterion for awarding the contract.
- D. It is anticipated that contract(s) will be awarded on or before June 4th, 2025.
- E. The Contract shall be awarded by action of The Evansville Board of Park Commissioners
- F. The Board of Park Commissioners shall furnish the Bidder receiving award with a notice of award and three signed copies of the contract. The Contractor shall sign all

three copies, returning two to the Board of Park Commissioners along with the required Proof of Insurance.

- G. The Contractor shall have Ten (10) Calendar Days from the notice of award to submit all required documents to execute this contract. If all requirements are not met within the specified time period, the Contractor's Bid Bond accompanying this bid, and the proceeds thereof, shall be paid into the general fund of the City of Evansville, unless a mutual resolution is met by both parties due to an unforeseen incident involving this bid. When all these requirements have been met, the Department of Parks and Recreation may issue the Contractor a notice to proceed. The Contractor shall commence work within ten (10) days after issuance of the notice to proceed.

PROJECT SCHEDULE

August 4, 2025.	The Bid Package including Invitation for Bids and Project Manual will be available to Bidders Original reference drawings are available from the Owner upon request.
August 18, 2025 at 1:00 pm	Bid Meeting at CK Newsome Community Center
September 3, 2025 at 12:00 noon	Sealed Bids are due
September 17, 2025.	Contract to be awarded to the Successful Bidder
September 27, 2025	Successful Contractor must execute Contract and submit all additional necessary documentation Notice to Proceed

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RANDOM DRUG TESTING POLICY

Following are the requirements for required random drug testing programs as provided for in Chapter 3.95 of the Evansville Municipal Code.

The Contractor, and every Sub-Contractor doing construction work on the project, shall have a random drug testing program in place at the time of submission of his quote or bid which shall, at a minimum, meet the following qualifications and criteria:

- A. The Contractor shall maintain a random drug testing program, and the program shall be reduced to writing.
- B. The drug testing program shall contain at least a five (5) drug panel that tests for the following drugs: amphetamines, cocaine, opiates (92000 ng/ml), PCP, and THC.
- C. All the employees of the Contractor are subject to at least annual testing, and at least one-twelfth (1/12th) of 25% of the employer's total workforce shall be selected randomly each month for testing.
- D. The random drug testing program operated by the Contractor shall contain a progressive discipline component for employees who fail the drug test that meets at least the following minimum steps:
 - 1. The first positive test shall result in a thirty (30) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
 - 2. A second positive test shall result in a ninety (90) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
 - 3. A third positive test shall result in a one (1) year period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
 - 4. Any subsequent positive test shall be treated the same as a third positive test.
 - 5. At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.
- E. Evidence of the Contractor's drug testing policy shall be submitted with the bid. Failure to provide evidence of the Contractor's random drug testing policy or program shall result in a rejection of the bid. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the bid or cancellation of the Contract if an award has been made prior to determining the information is false by the Board, Commission, or Agency. In such event, the Contractor shall be paid only for the work done prior to cancellation of the Contract.
- F. This section shall be applicable only to construction contracts where the cost of the contract is more than Ten Thousand Dollars.

Tabulation Page

DATE:

The Board of Parks Commissioners / City of Evansville

invite your bid for the following project:

WESSELMAN PARK PLAYGROUND RESTROOM

To be opened at 12 pm (CDT) on **September 3, 2025** in Room 301 of the Civic Center Complex.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Bidders and the Specifications issued **August 4, 2025**, prepared by Morley.

Please be advised that any alterations, changes in bid format, etc., will make it difficult to evaluate bids and may lead to confusion. All items should be quoted in the units, quantities, and units of measurements specified. Do not submit alternate bid unless requested. The City of Evansville and the Board of Park Commissioners shall reserve the right to reject any or all bids or any part thereof.

QUOTATIONS

All prices F.O.B. to City of Evansville, 47708.

Yes___No ___

INDEMNIFICATION

Bidder will indemnify and hold harmless the City of Evansville and Vanderburgh County in accordance with the provisions contained herein?

Yes___No ___

BIDDER QUALIFICATION AND EXPERIENCE

1. Bidder has included three (3) references?

Yes___No ___

2. Bidder possesses necessary occupational license(s)?

Yes___No ___

Printed name of Person Giving Quote

Date:_____

BID FORMS

The following forms are identified in the Instructions to Bidders and should be used as directed in those instructions.

Bid Sheet

Bid Sheet Supplements (to be supplied with addenda)

Form 96

Receipt of Addenda

Contractor's Statement on Subcontractors

Equal Employment Opportunity Statement

Indiana Legal Employment Declaration (E-Verify)

Conflict of Interest / Familial Disclosure Form

Contractor's Acknowledgement (RBO Compliance)

BID SHEET

WESSELMAN PARK PLAYGROUND RESTROOM

[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]

BIDDER:

BASE BID:

(Written) _____ (\$ _____)

NOTE: ATTACH IMMEDIATELY AFTER THIS PAGE ALL SUPPLEMENTAL BID FORMS FOR ALTERNATES AND UNIT PRICING CALLED FOR BY ADDENDA, IF ANY

BID SHEET SUPPLEMENTS

ATTACH ALTERNATES AND ITEMS FOR UNIT PRICING AS ADDED BY ADDENDA, IF ANY



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

RECEIPT OF ADDENDA

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company: _____

Signature: _____

Printed & Title: _____

Date. _____

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are NO sub-Contractors associated with this IFB.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

For (Company): _____

OR

2. Listed below are the first tier subcontractors associated with this bid. Additional Sheets are attached as required. Also attached are appropriate Disadvantaged Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of the contract will meet the requirements of the Americans with Disabilities Act and the rules and regulations promulgated thereunder.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of the contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Bidder (Please Print)
Representative

Signed

Bidder Name

Telephone

Bidder Address

Date

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____ (Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 2025.

Notary Public – Signature

Notary Public – Printed Name

My Commission Expires: _____

County of Residence: _____

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: _____

ALL BIDDERS must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the Bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s): _____ Title: _____

Bidder: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared,

_____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My commission expires: _____ Notary Public

My County of residence is: _____ Printed Name of Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

The undersigned Contractor certifies under the penalties of perjury, and in accordance with I.C. § 5-16-13 *et seq.* and I.C. § 22-5-1.7-11.1 *et seq.* as follows:

1. The Contractor has enrolled in and will verify the work eligibility status of all newly hired employees through the E-Verify program so long as the E-Verify program is in existence. The Contractor does not and shall not knowingly employ an unauthorized alien.

2. The Contractor shall receive a certificate from each subcontractor of any tier on the project that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program.

3. If the Agreement is for \$10,000 or more, Contractor has established an employee drug testing program in compliance with Evansville Municipal Code 3.95.020 and has attached hereto the written plan for the program or a copy of the relevant part of the collective state bargaining agreement providing for such program.

4. If the Agreement is for \$300,000 or more, Contractor has attached a current certificate of qualification issued by the State of Indiana under I.C. § 4-13.6-4 or I.C. § 8-23-10.

5. If the Agreement is for \$150,000 or more, Contractor shall provide a current certification as a Responsible Bidder in compliance with Evansville Municipal Code 3.95.040. This Code includes, among other requirements, evidence that the Contractor is in compliance with I.C. § 5-16-13-12 and its requirements pertaining to participation in apprenticeship and training programs applicable to the work to be performed on the public work project.

6. If the Agreement is for \$150,000 or more, Contractor shall provide required forms related to Minority and/or Women Business Enterprise (MBE/WBE) Utilization Program in compliance with Evansville Municipal Code 3.90 Article II.

7. The Contractor acknowledges that discrimination or intimidation of any employee hired for the performance of work under this Agreement, by Contractors and subcontractors, on account of race, religion, color, sex, national origin or ancestry is prohibited under I.C. § 5-16-6-1.

On behalf of Contractor, I hereby acknowledge and certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

CONTRACTOR:

Date: _____

By: _____

(Printed Name and Title)

AIA® Document A101® – 2017

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

AGREEMENT

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Board of Park Commissioners c/o Department of Parks and Recreation

100 E Walnut Street
Evansville, IN 47713
812.435.2536

and the Contractor:

(Name, legal status, address and other information)

for the following Project:

(Name, location and detailed description)

Wesselman Park Playground Restroom
602 N Boeke Rd.
Evansville, IN 47711
New Park Playground Restroom Building

The Architect:

(Name, legal status, address and other information)

Morley
4800 Rosebud Lane
Newburgh, IN 47630
812.464.9586
812.464.251

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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.)

3%

§ 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 45 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.)

0.00 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

Litigation in a court of competent jurisdiction located in Vanderburgh County, Indiana

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)

Danielle Crook, Executive Director
100 E Walnut Street
Evansville, IN 47713
812.435.2536
DCrook@Evansville.IN.Gov

§ 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.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents, listed in order of precedence such that any conflict between provisions in two or more documents shall be resolved by application of the terms in the document having the highest precedence:

- .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

- .5 Drawings

Number

Title

Date

- .6 Specifications

Section

Title

Date

Pages

.7 Addenda, if any:

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

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

.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.)

.1 Contractors bid or proposal form

.2 Invitation to bid and addenda

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)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:05:53 CDT on 08/04/2025.

Changes to original AIA text

PAGE 1

~~AGREEMENT made as of the Twenty eighth day of July in the year Two Thousand Twenty Five~~
(In words, indicate day, month and year.)

PAGE 5

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 4530 days after the issuance of the Architect's final Certificate for Payment, or as follows:

PAGE 6

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, 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.)~~

§ 9.1 This Agreement is comprised of the following documents, listed in order of precedence such that any conflict between provisions in two or more documents shall be resolved by application of the terms in the document having the highest precedence:

- ~~4~~ — Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

PAGE 7

- ~~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:~~
- ☐ ~~Supplementary and other Conditions of the Contract:~~

Variable Information

PAGE 1

Board of Park Commissioners c/o Department of Parks and Recreation

100 E Walnut Street
Evansville, IN 47713

812.435.2536

Wesselman Park Playground Restroom

602 N Boeke Rd.
Evansville, IN 47711

New Park Playground Restroom Building

Morley

4800 Rosebud Lane
Newburgh, IN 47630

812.464.9586

812.464.251

PAGE 4

3%

PAGE 5

0.00 %

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

Litigation in a court of competent jurisdiction located in Vanderburgh County, Indiana

PAGE 6

Danielle Crook, Executive Director

100 E Walnut Street
Evansville, IN 47713

812.435.2536

.1 Contractors bid or proposal form

.2 Invitation to bid and addenda

THE
BID

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fourth day of August in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

Wesselman Park Playground Restroom
602 N Boeke Rd.
Evansville, IN 47711

THE OWNER:
(Name, legal status and address)

City of Evansville Department of Parks and Recreation
100 E Walnut Street
Evansville, IN 47713

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

Causes of Loss	Sub-Limit
----------------	-----------

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

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

Coverage	Sub-Limit
----------	-----------

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

- [] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)
- [] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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

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

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

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any

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other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

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

trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- [] **§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- [X] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Medical Expense	\$5,000 (any one person)

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Contract Sum stated in Agreement
Performance Bond	Contract Sum stated in Agreement

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

The Contractor shall require all subcontractors to secure and maintain in force during the term of this Contract, all such insurance coverages defined above. The Contractor shall verify the existence of all said insurance policies and coverages. No Work by a Subcontractor(s) shall commence prior to the Owner receiving a certificate of insurance verifying the coverage required herein.

Any failure to comply with reporting provisions of the Contractor's insurance policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s).

The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

The Contractor shall be responsible for notifying all insurance carriers of the insurance provisions in the General Conditions, including without limitation § 11.3 Waivers of Subrogation, and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of such provisions.

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

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Changes to original AIA text

PAGE 1

§ A.2.1 General

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

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<u>Coverage</u>	<u>Limits</u>
<u>Medical Expense</u>	<u>\$5,000 (any one person)</u>
<u>Type</u>	<u>Penal Sum (\$0.00)</u>
<u>Payment Bond</u>	<u>Contract Sum stated in Agreement</u>
<u>Performance Bond</u>	<u>Contract Sum stated in Agreement</u>

Variable Information

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fourth day of August in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

Wesselman Park Playground Restroom

602 N Boeke Rd.
Evansville, IN 47711

City of Evansville Department of Parks and Recreation

100 E Walnut Street
Evansville, IN 47713

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00)

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aggregate for products-completed operations hazard, providing coverage for claims including

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

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

The Contractor shall require all subcontractors to secure and maintain in force during the term of this Contract, all such insurance coverages defined above. The Contractor shall verify the existence of all said insurance policies and coverages. No Work by a Subcontractor(s) shall commence prior to the Owner receiving a certificate of insurance verifying the coverage required herein.

Any failure to comply with reporting provisions of the Contractor's insurance policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s).

The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

The Contractor shall be responsible for notifying all insurance carriers of the insurance provisions in the General Conditions, including without limitation § 11.3 Waivers of Subrogation, and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of such provisions.

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Wesselman Park Playground Restroom
602 N Boeke Rd.
Evansville, IN 47711

THE OWNER:

(Name, legal status and address)

City of Evansville Department of Parks and Recreation
100 E Walnut Street
Evansville, IN 47713

THE ARCHITECT:

(Name, legal status and address)

Morley
4800 Rosebud Lane
Newburgh, IN 47630

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- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**

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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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

§ 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.

§ 14.5 Termination Due to Non-Appropriation of Funds

§ 14.5.1 The obligations of Owner to make payments and to make any other payments to Contractor (or to any other person) pursuant to this Agreement are subject to appropriation by the Evansville City Council (including all requisite State of Indiana approval associated with the same) of funds that are lawfully available to be applied for such purpose. If the Evansville City Council fails to make such an appropriation prior to a fiscal period of the City of Evansville for the payments scheduled in such fiscal period, Contractor may terminate this Agreement without penalty, or the Owner may terminate this Agreement by providing written notice of such nonappropriation to Contractor as soon as the decision to nonappropriate is made. Upon any such termination of this Agreement, all of the Owner's rights, title and interest in and its obligation under this Agreement shall terminate effective on the last day of the last fiscal period of the City of Evansville for which such an appropriation was made.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision

Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

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Termination Due to Non-Appropriation of Funds **14.5**

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§ 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. Notwithstanding the foregoing, the indemnity obligations of the Owner is limited by the limitations on liability available to Owner as a political subdivision of the State of Indiana under the laws of the State of Indiana including the Indiana Tort Claims Act.

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§ 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.

§ 14.5 Termination Due to Non-Appropriation of Funds

§ 14.5.1 The obligations of Owner to make payments and to make any other payments to Contractor (or to any other person) pursuant to this Agreement are subject to appropriation by the Evansville City Council (including all requisite State of Indiana approval associated with the same) of funds that are lawfully available to be applied for such purpose. If the Evansville City Council fails to make such an appropriation prior to a fiscal period of the City of Evansville for the payments scheduled in such fiscal period, Contractor may terminate this Agreement without penalty, or the Owner may terminate this Agreement by providing written notice of such nonappropriation to Contractor as soon as the decision to nonappropriate is made. Upon any such termination of this Agreement, all of the Owner's rights, title and interest in and its obligation under this Agreement shall terminate effective on the last day of the last fiscal period of the City of Evansville for which such an appropriation was made.

Variable Information

PAGE 1

Wesselman Park Playground Restroom

602 N Boeke Rd.
Evansville, IN 47711

City of Evansville Department of Parks and Recreation

100 E Walnut Street
Evansville, IN 47713

Morley

4800 Rosebud Lane
Newburgh, IN 47630

THE
B
R

Project Manual Wesselman Park Playground Restroom

602 N. Boeke Rd., Evansville, IN 47711

Project No.: 04089.1.004
08.04.2025

Prepared For:



Evansville Parks and Recreation
100 E. Walnut Street, Evansville, IN 47713

Prepared By:

Morley
4800 Rosebud Ln.
Newburgh, IN 47630
Office: 812.464.9585
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**SECTION 00 01 02
PROJECT INFORMATION**

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Wesselman Park Playground Restroom, located at: 602 N. Boeke Rd., Evansville, IN 47711.
- B. Engineer's Project Number: 04089.1.004 .
- C. The Owner, hereinafter referred to as Owner: City of Evansville Department of Parks and Recreation

1.02 PROJECT DESCRIPTION

- A. Summary Project Description: Proposed Restroom Facility .
- B. Contract Scope: Construction and demolition.
- C. Contract Terms: Lump sum (fixed price, stipulated sum).

1.03 PROJECT CONSULTANTS

- A. The Architect, hereinafter referred to as Architect: Morley and Associates, Inc., dba Morley.
 - 1. Address: 4800 Rosebud Lane.
 - 2. City, State, Zip: Newburgh, IN, 47630.
 - 3. Phone/Fax: 812.464.9585 / 812.464.2514.

1.04 PROCUREMENT TIMETABLE

- A. Proposal Due Date: 09-03-2025, before 12PM local time.
- B. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. From Architect at the Project Manager's address listed above.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 00 01 03
PROJECT DIRECTORY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: City of Evansville Department of Parks and Recreation
1. Address Line 1: 100 E. Walnut Street.
 2. City: Evansville.
 3. State: Indiana.
 4. Zip Code: 47713.
 5. Telephone: 812.435.2536.
- B. Primary Contact: All correspondence from the Contractor to the Architect will be direct, with copies to this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Title: Deputy Director.
 2. Name: Paul Bouseman.
 3. Email: pabouseman@evansville.in.gov.

1.03 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Company Name: Morley and Associates, Inc., dba. Morley.
 - a. Address Line 1: 4800 Rosebud Lane.
 - b. City: Newburgh.
 - c. State: Indiana.
 - d. Zip Code: 47630.
 - e. Telephone: 812.464.9585.
 - f. Fax:812.464.2514.
 2. Primary Contact:
 - a. Title: Architect.
 - b. Name: Darren Morley.
 - c. Email: DarrenM@MorleyCorp.com.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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CIVIL

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PLUMBING

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Wesselman Park Playground
Restroom
Evansville , Indiana

Project No. 04089.1.004

MECHANICAL

M101	HVAC PLANS
M102	SPECIFICATIONS AND DETAILS
M103	SCHEDULES
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ELECTRICAL

E101	ELECTRICAL PLANS
E102	MISCELLANEOUS

END OF SECTION

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Wesselman Park Playground Restroom
- B. Owner's Name: City of Evansville Parks and Recreation.
- C. Architect's Name: Morley and Associates, Inc., dba. Morley.
- D. The Project consists of the construction of Park Restroom Building.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Multiple prime contracts, each based on a Stipulated Price as described in Document 00 50 00 - Contracting Forms and Supplements.
- B. Contract Type: A single prime contract based on a Stipulated Price as described in Document Agreement Form AIA A101-2017 and A101 Exhibit A.

1.03 WORK BY OWNER

- A. Owner has awarded a contract for supply and installation of Park Playground Restroom for which commencement will be coordinated after contract is awarded.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing site during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas of work illustrated on drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Existing building spaces may not be used for storage.
- D. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner and Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 23 00 - Alternates, for product alternatives affecting this section.
- C. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
- D. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.04 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.

1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
- B. Submittal Form (before award of contract):
 1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request (After Bidding/Negotiating). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
 - b. Other construction by Owner.
 - c. Other unanticipated project considerations.
- D. Substitutions will not be considered under one or more of the following circumstances:
 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Interpretation (RFI) procedures.
- K. Submittal procedures.

1.02 REFERENCE STANDARDS

- A. AIA G716 - Request for Information; 2004.
- B. AIA G810 - Transmittal Letter; 2001.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.

4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Submission of initial Submittal schedule.
 6. Designation of personnel representing the parties to Contract and Architect.
 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 8. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to A, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Survey and equipment layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Review of off-site fabrication and delivery schedules.
 8. Maintenance of progress schedule.

9. Corrective measures to regain projected schedules.
 10. Planned progress during succeeding work period.
 11. Coordination of projected progress.
 12. Maintenance of quality and work standards.
 13. Effect of proposed changes on progress schedule and coordination.
 14. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.05 PROGRESS PHOTOGRAPHS

- A. Photography Type: Digital; electronic files.
- B. In addition to periodic, recurring views, take photographs of each of the following events:
 1. Foundations in progress and upon completion.
 2. Conflicts in the construction process if they arise.
 3. Areas of construction that will be hidden at completion that typical maintenance will need.
- C. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 1. Delivery Medium: Via email.
 2. File Naming: Include project identification, date and time of view, and view identification.
 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

3.06 COORDINATION DRAWINGS

- A. Review drawings prior to submission to Architect.

3.07 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.

2. Prepare in a format and with content acceptable to Owner.
 - a. Use AIA G716 - Request for Information .
3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architects, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Highlight items requiring priority or expedited response.
 3. Highlight items for which a timely response has not been received to date.
- G. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.08 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 1. Format schedule to allow tracking of status of submittals throughout duration of construction.
 2. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.09 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
 - 5. All finish items for Architect and Owner approval prior to ordering..
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.10 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.11 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.12 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Archite.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.13 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by A.
 - 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.

4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Deliver submittals to Architect at business address when review / selection includes color / finish samples.
 - b. Send submittals in electronic format via email to Architect when review / selection does not include physical color / finishes samples.
 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 8. Provide space for Contractor and Architect review stamps.
 9. When revised for resubmission, identify all changes made since previous submission.
 10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 11. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.

3.14 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:

- a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 2) Non-responsive resubmittals may be rejected.
 - 2. Not Authorizing fabrication, delivery, and installation:
- E. Architect's and consultants' actions on items submitted for information:
- 1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 - 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's design-related professional design services.
- F. Control of installation.
- G. Tolerances.
- H. Manufacturers' field services.
- I. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2025.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.
- H. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

1.04 DEFINITIONS

- A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.
- B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:
 - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.
 - b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.

- C. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.05 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
 - 1. Submit a Request for Interpretation to Architect if the criteria indicated are not sufficient to perform required design services.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
 - 1. Concrete Mix Design: As described in Section 03 30 00 - Cast-in-Place Concrete. No specific designer qualifications are required.
 - 2. Structural Design of Steel Connections: As described in Section 05 12 00 - Structural Steel Framing.
 - 3. Structural Design of Wood Trusses: As described in Section 06 17 53 - Shop-Fabricated Wood Trusses

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Designer's Qualification Statement: Submit for Architect's knowledge as contract administrator, or for Owner's information.
 - 1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
 - a. Full name.
 - b. Professional licensure information.
 - c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
 - 1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
 - 2. Include required product data and shop drawings.
 - 3. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.07 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.08 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.09 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.

- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
 - 4. Laboratory: Authorized to operate in the State in which the Project is located.
 - 5. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 - 6. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.

3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Dust Control
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless indicated otherwise. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Architect, testing agencies, and authorities having jurisdiction,
 - 2. Owner will pay electrical power and metering use charges for electricity used by all entities for construction operations,
 - 3. Owner will pay water-service and metering use charges for electricity used by all entities for construction operations,
- B. Existing facilities may not be used.
- C. New permanent facilities may be used.
 - 1. 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.
- D. Contractor to provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- E. Location: Contractor to provide site plan identifying where temporary facilities, utility hookups, staging areas, and parking areas for construction personnel will be located.
- F. Quality Assurance
 - 1. Electrical Service: Comply with NECA, NEMA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
 - 2. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
 - 1. Facilities to include temporary toilets, wash facilities, and drinking water for use of construction personnel.
 - 2. Existing or new permanent facilities may not be used.
 - 3. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- B. Maintain daily in clean and sanitary condition.

1.04 DUST-CONTROL

- A. Submit coordination drawing and narrative that indicates the dust control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate.
- B. Provide standard water-strategies to minimize dust from escaping the site confines or area of work when site is partially occupied by owner.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection of existing facilities indicated to remain: Protect existing vegetation, equipment, structures, utilities, and other improvements at
- D. Provide protection for plants designated to remain. Replace damaged plants.
- E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- F. Traffic Controls: as required by authorities having jurisdiction when working near public right-of-way..

1.06 FENCING

- A. Construction: Contractor's option.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.

1.08 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Provide and operate temporary lighting as required to fulfill security and protection requirements without operating entire system.

1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- F. Do not allow vehicle parking on existing pavement.

1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 PROJECT IDENTIFICATION

- A. Provide project identification sign of design, construction, and location approved by Owner.
- B. Provide temporary, safety, and directional signs for construction personnel and visitors.
- C. Maintain and touch-up signs so they are legible at all times.
- D. No other signs are allowed without Owner permission except those required by law.

1.12 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate meeting attendees.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Identification of Owner-supplied products.
- B. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- C. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

1.03 REFERENCE STANDARDS

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.
- B. UL 100 - Standard for Sustainability for Gypsum Boards and Panels; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.05 QUALITY ASSURANCE

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

2.02 PRODUCT OPTIONS

- A. Products Specified by Basis of Design: Use any product meeting the standards or description of the product named. This includes the significant qualities related to type, function, dimension, in-service performance, physical properties appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

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

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
 - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.

- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
- B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.07 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Prohibit traffic from landscaped areas.
- I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.
- H. All owner demonstration and training to follow successful passibg of functional testing of all systems and products.
- I. Demonstration of products and systems to include:
 - 1. Training of Owner personnel in the operation and maintenance is required of:
 - a. All software-operated systems.
 - b. HVAC systems and equipment
 - c. Plumbing systems and equipment
 - d. Electrical Systems and equipment
 - e. Landscaping irrigation system and equipment
 - f. Items specified in individual product Sections
 - 2. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
 - a. Roofing, waterproofing, and other weather-exposed or moisture protection products.
 - b. Finishes including flooring, wall finishes, ceiling finishes, and casework finishes.

- c. Fixtures and fittings.
- d. Items specified in individual product Sections

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Owner will occupy all of the building as specified in Section 01 10 00.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.
- J. Provide Operations and Maintenance manuals of all products and systems.
- K. Provide (1) one compiled set of as-built drawings and project manual as part of close-out documents. As-built drawings to be provided as (1) full size paper copy, and (1) one PDF on a thumb-drive.
- L. Provide all close-out documents with final pay application. Final pay application will not be paid until receipt of all close-out documents.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Materials transparency manual.
- D. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. General Conditions and Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Materials Transparency Manual:
 - 1. Compile and submit a digital and a printed version of information disclosing materials content for interior finishes, furnishings (including workstations), built-in furniture. Meet IWBI (BS) requirements for format and content.
- D. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.

- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

**SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formwork for cast-in-place concrete, with shoring, bracing and anchorage.
- B. Form accessories.
- C. Form stripping.

1.02 RELATED REQUIREMENTS

- A. Section 03 20 00 - Concrete Reinforcing.
- B. Section 03 30 00 - Cast-in-Place Concrete.
- C. Section 04 20 00 - Unit Masonry: Reinforcement for masonry.

1.03 REFERENCE STANDARDS

- A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).
- B. ACI PRC-347 - Guide to Formwork for Concrete; 2014 (Reapproved 2021).
- C. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- D. ACI SPEC-301 - Specifications for Concrete Construction; 2020.

PART 2 PRODUCTS

2.01 FORMWORK - GENERAL

- A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.
- B. Design and construct concrete that complies with design with respect to shape, lines, and dimensions.
- C. Comply with applicable state and local codes with respect to design, fabrication, erection, and removal of formwork.

2.02 WOOD FORM MATERIALS

- A. Form Materials: At the discretion of the Contractor.

2.03 FORMWORK ACCESSORIES

- A. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 ERECTION - FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI SPEC-301.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.

3.03 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

3.04 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
 - 1. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.05 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI SPEC-117, unless otherwise indicated.

3.06 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

END OF SECTION

**SECTION 03 20 00
CONCRETE REINFORCING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel for cast-in-place concrete.
- B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 30 00 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

- A. ACI SPEC-301 - Specifications for Concrete Construction; 2020.
- B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- C. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.
- D. CRSI (P1) - Placing Reinforcing Bars, 10th Edition; 2019.

PART 2 PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
- B. Steel Welded Wire Reinforcement (WWR): Galvanized, deformed type; ASTM A1064/A1064M.
 - 1. Form: Flat Sheets.
 - 2. WWR Style: As indicated on Civil/Structural drawings
- C. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.

2.02 FABRICATION

- A. Locate reinforcing splices not indicated on drawings at point of minimum stress.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

END OF SECTION

**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Floors and slabs on grade.
- B. Concrete foundations and anchor bolts.
- C. Joint devices associated with concrete work.
- D. Concrete curing.

1.02 RELATED REQUIREMENTS

- A. Section 03 20 00 - Concrete Reinforcing.
- B. Section 03 35 11 - Concrete Floor Finishes: Densifiers, hardeners, applied coatings, and polishing.
- C. Section 07 92 00 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.
- D. Section 32 13 13 - Concrete Paving: Sidewalks, curbs and gutters.

1.03 REFERENCE STANDARDS

- A. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.
- B. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction; 2015.
- C. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- D. ACI PRC-308 - Guide to External Curing of Concrete; 2016.
- E. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- F. ACI SPEC-301 - Specifications for Concrete Construction; 2020.
- G. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- H. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.
- I. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.
- J. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.
- K. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- L. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
- M. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2019, with Editorial Revision (2022).
- N. ASTM C845/C845M - Standard Specification for Expansive Hydraulic Cement; 2018.
- O. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.
- P. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2021.
- Q. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.

1.04 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
 - 2. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface or European rod system with glued in concrete end cones.

2.02 REINFORCEMENT MATERIALS

- A. Comply with requirements of Section 03 20 00.
- B. Steel Welded Wire Reinforcement (WWR): As indicated on Civil Drawings and Splash Pad Drawings in applicable areas.
 - 1. Form: Coiled Rolls.
 - 2. WWR Style: As indicated on Civil Drawings and Splash Pad Drawings in applicable areas.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- D. High Range Water Reducing Admixture: ASTM C494/C494M Type F.
- E. Water Reducing and Accelerating Admixture: ASTM C494/C494M Type E.
- F. Water Reducing and Retarding Admixture: ASTM C494/C494M Type D.
- G. Accelerating Admixture: ASTM C494/C494M Type C.
- H. Retarding Admixture: ASTM C494/C494M Type B.
- I. Water Reducing Admixture: ASTM C494/C494M Type A.
- J. Shrinkage Reducing Admixture:
 - 1. ASTM C494/C494M, Type S.
- K. Shrinkage Compensating Admixture: For on site production of concrete with ASTM C845/C845M, Type K cement.

2.05 ACCESSORY MATERIALS

- A. Non-Shrink Cementitious Grout: Premixed compound consisting of nonmetallic aggregate, cement, water reducing and plasticizing agents.
- B. Non-Shrink Epoxy Grout: Moisture-insensitive, two-part; consisting of epoxy resin, nonmetallic aggregate, and activator.

2.06 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.
- B. Epoxy Bonding System:
 - 1. Complying with ASTM C881/C881M and of Type required for specific application.
- C. Slab Isolation Joint Filler: 1/2-inch thick, height equal to slab thickness, with removable top section forming 1/2-inch deep sealant pocket after removal.

2.07 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301.
 - 1. For trial mixtures method, employ independent testing agency acceptable to Engineer for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete:
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: As indicated on Civil Drawings and Splash Pad Drawings in applicable areas.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI SPEC-301. Design and fabricate forms to support all applied loads until concrete is cured and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
 - 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.
 - 2. Use latex bonding agent only for non-load-bearing applications.

3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI PRC-304.
- B. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- C. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.

3.04 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
 - 1. Install wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch thick blade and cut at least 1.5 inch deep but not less than one third $1/3$ the depth of the slab.

3.05 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.

- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:
- D. Concrete Slabs: Finish to requirements of ACI PRC-302.1 and as follows:
 - 1. Other Surfaces to Be Left Exposed: Trowel as described in ACI PRC-302.1, minimizing burnish marks and other appearance defects.

3.06 CURING AND PROTECTION

- A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than seven days.
 - 2. High early strength concrete: Not less than four days.
- C. Surfaces Not in Contact with Forms:
 - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
 - 2. Final Curing: Begin after initial curing but before surface is dry.

3.07 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.

3.08 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Engineer and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Engineer. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

3.09 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

**SECTION 03 35 11
CONCRETE FLOOR FINISHES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface treatments for concrete floors and slabs.
- B. Liquid densifiers and hardeners.
- C. Clear coatings.
- D. Clear penetrating sealers.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Finishing of concrete surface to tolerance; floating, troweling, and similar operations; curing.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with concrete floor placement and concrete floor curing.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's published data on each finishing product, including information on compatibility of different products and limitations.
- C. Maintenance Data: Provide data on maintenance and renewal of applied finishes.
- D. Warranty Documentation: Manufacturer warranty; ensure that forms have been completed in Owner's name and registered with manufacturer.
- E. Specimen Warranty: Manufacturer warranty.

1.05 MOCK-UP

- A. For coatings, construct mock-up area under conditions similar to those that will exist during application, with coatings applied.
- B. Mock-Up Size: 10 feet square.
- C. Locate where directed.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's sealed packaging, including application instructions.

1.07 FIELD CONDITIONS

- A. Do not finish floors until interior heating/cooling system is operational.
- B. Maintain ambient temperature of 50 degrees F minimum.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two-year period commencing on the Date of Substantial Completion.
- C. Installer Warranty: Provide two-year manufacturer warranty for finish commencing on the Date of Substantial Completion.
- D. Finish Warranty: Provide five-year manufacturer warranty against excessive degradation of finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 CONCRETE FLOOR FINISH APPLICATIONS

- A. Unless otherwise indicated, all concrete floors are to be finished using liquid densifier/hardener.
- B. Penetrating Clear Sealer:

1. Use at following locations: as indicated on drawings.

C. Clear Coating:

1. Use at following locations: as indicated on drawings.

2.02 DENSIFIERS AND HARDENERS

- A. Liquid Densifier and Hardener: Penetrating chemical compound that reacts with concrete, filling the pores, hardening, and dustproofing.

2.03 COATINGS

- A. Low Gloss Clear Coating: Transparent, nonyellowing, acrylic polymer-based coating.
1. Composition: Solvent-based.
- B. Penetrating Sealer: Transparent, nonyellowing, water- or solvent-based coating.
1. Composition: Siloxane.
 - a. Products: Flooring Finish contractor to propose product for approval.
 2. Composition: Silane.
 - a. Products: Flooring Finish Contractor to propose product for approval.
 3. Composition: Silane-siloxane mixture.
 - a. Products: Flooring Finish Contractor to propose product for approval.
 4. Composition: Siliconate.
 - a. Products: Flooring Finish Contractor to propose product for approval.
 5. Composition: Silane-acrylic mixture.
 6. Products: Flooring Finish Contractor to propose product for approval.

PART 3 EXECUTION

3.01 GENERAL

- A. Apply materials in accordance with manufacturer's instructions.

3.02 COATING APPLICATION

- A. Verify that surface is free of previous coatings, sealers, curing compounds, water repellents, laitance, efflorescence, fats, oils, grease, wax, soluble salts, residues from cleaning agents, and other impediments to adhesion.
- B. Verify that water vapor emission from concrete and relative humidity in concrete are within limits established by coating manufacturer.
- C. Protect adjacent non-coated areas from drips, overflow, and overspray; immediately remove excess material.
- D. Apply coatings in accordance with manufacturer's instructions, matching approved mock-ups for color, special effects, sealing and workmanship.
- E. Protect finished surface as required and as recommended by manufacturer of product / sealant system.

END OF SECTION

**SECTION 04 20 00
UNIT MASONRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Mortar and grout.
- C. Reinforcement and anchorage.
- D. Flashings.
- E. Lintels.
- F. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Installation of dovetail slots for masonry anchors.
- B. Section 04 05 11 - Mortar and Masonry Grout.
- C. Section 04 43 13 - Stone Masonry Veneer: Stone bonded to masonry back-up.
- D. Section 05 50 00 - Metal Fabrications: Loose steel lintels.
- E. Section 07 92 00 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- C. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2019 (Reapproved 2025).
- D. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.
- E. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement; 2022.
- F. ASTM C55 - Standard Specification for Concrete Building Brick; 2023.
- G. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2023.
- H. ASTM C91/C91M - Standard Specification for Masonry Cement; 2023.
- I. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 2023.
- J. ASTM C140/C140M - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units; 2023a.
- K. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2018.
- L. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- M. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale); 2023.
- N. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019a, with Editorial Revision.
- O. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2018.
- P. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- Q. ASTM C1634 - Standard Specification for Concrete Facing Brick and Other Concrete Masonry Facing Units; 2023a.
- R. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry; 2019a.

- S. BIA Technical Notes No. 7 - Water Penetration Resistance – Design and Detailing; 2017.
- T. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls; 2017.
- U. BIA Technical Notes No. 28B - Brick Veneer/Cold-Formed Steel Framed Walls; 2025.
- V. BIA Technical Notes No. 46 - Maintenance of Brick Masonry; 2017.
- W. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Samples: Submit four samples of decorative block and facing brick units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Qualification Statement.
- E. Installer's Qualification Statement.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum three years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depths as indicated on drawings for specific locations.
 - 2. Load-Bearing Units: ASTM C90, normal weight.
 - a. Hollow block, as indicated.
- B. Concrete Brick:
 - 1. Size: As indicated on drawings.
 - 2. Concrete Facing Brick: ASTM C1634; cored, lightweight; for architectural and below grade use.
 - a. Exposed Faces, Color and Texture: As indicated on drawings..
 - b. Manufacturers:
 - 1) County Materials' countymaterials.com.
 - (a) Premier Ultra Burnished Masonry Units.
 - 2) Substitutions: See Section 01 60 00 - Product Requirements.

2.02 BRICK UNITS

- A. Manufacturers:

1. Glen-Gery; glengery.com.
 2. Substitutions: See section 01 60 00 - Product Requirements.
- B. Facing Brick: ASTM C216, Type FBS Smooth, Grade SW.
1. Color and texture: As indicated on drawings.
 2. Nominal size: As indicated on drawings.
 3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

2.03 MORTAR AND GROUT MATERIALS

- A. Masonry Cement: ASTM C91/C91M, Type S.
1. Colored Mortar: Premixed cement as required to match Architect's color sample.
- B. Mortar Aggregate: ASTM C144.
- C. Grout Aggregate: ASTM C404.
- D. Water: Clean and potable.

2.04 REINFORCEMENT AND ANCHORAGE

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi), deformed billet bars; ____.
- B. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- C. Single Wythe Joint Reinforcement: ASTM A951/A951M.
1. Type: Truss or ladder.

2.05 FLASHINGS

- A. Metal Flashing Materials:
1. Stainless Steel Flashing: ASTM A666, Type 304, soft temper; 26 gauge, 0.0187 inch thick; finish 2B to 2D.
 2. Prefabricated Metal Flashing: Smooth fabricated 12 oz/sq ft copper flashing for surface mounted conditions.
- B. Termination Bars: Stainless steel; compatible with membrane and adhesives.
1. Manufacturers:
 - a. Hohmann & Barnard, Inc: www.h-b.com/#sle.
- C. Drip Edge: Stainless steel; angled drip with hemmed edge; compatible with membrane and adhesives.
1. Manufacturers:
 - a. Hohmann & Barnard, Inc: www.h-b.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 ACCESSORIES

- A. Preformed Control Joints: Polyvinyl chloride material. Provide with corner and tee accessories, fused joints.
1. Manufacturers:
 - a. Hohmann & Barnard, Inc: www.h-b.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Joint Filler: Closed cell polyvinyl chloride; oversized 50 percent to joint width; self expanding; in maximum lengths available.
1. Manufacturers:
 - a. Hohmann & Barnard, Inc: www.h-b.com/#sle.
- C. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage.
1. Full-Height Airspace Maintenance and Drainage Material: Rainscreen mesh panels fitted between masonry ties.
 - a. Drainage Material Thickness: 3/8 inch.

- b. Manufacturers:
 - 1) CavClear, a Division of Archovations Inc; CavClear Rainscreen Mat WS : www.cavclear.com/#sle.
 - 2) Substitutions: See Section 01 60 00 - Product Requirements.
- 2. Mortar Diverter: Semi-rigid mesh designed for installation at flashing locations.
 - a. Manufacturers:
 - 1) Advanced Building Products, Inc; Mortar Break DT: www.advancedbuildingproducts.com/#sle.
 - 2) Advanced Building Products Inc; Mortar Break: www.advancedbuildingproducts.com/#sle.
 - 3) Mortar Net Solutions; MortarNet: www.mortarnet.com/#sle.
 - 4) Substitutions: See Section 01 60 00 - Product Requirements.
- D. Nailing Strips: Softwood lumber, preservative treated for moisture resistance, dovetail shape, sized to masonry joints.
- E. Weeps:
 - 1. Type: Extruded propylene with honeycomb design.
 - 2. Color(s): As selected by Architect from manufacturer's full range.
 - 3. Manufacturers:
 - a. Advanced Building Products, Inc: www.advancedbuildingproducts.com/#sle.
 - b. CavClear, a Division of Archovations Inc; _____: www.cavclear.com/#sle.
 - c. Hohmann & Barnard, Inc: www.h-b.com/#sle.
 - d. Mortar Net Solutions: www.mortarnet.com/#sle.
- F. Cavity Vents:
 - 1. Color(s): As selected by Architect from manufacturer's full range.
 - 2. Manufacturers:
 - a. Advanced Building Products, Inc: www.advancedbuildingproducts.com/#sle.
 - b. CavClear, a Division of Archovations Inc: www.cavclear.com/#sle.
 - c. Hohmann & Barnard, Inc: www.h-b.com/#sle.
 - d. Mortar Net Solutions: www.mortarnet.com/#sle.
 - e. WIRE-BOND: www.wirebond.com/#sle.
- G. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.07 LINTELS

2.08 MORTAR AND GROUT MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
 - 1. Masonry below grade and in contact with earth: Type S.
 - 2. Exterior, loadbearing masonry: Type N.
 - 3. Interior, loadbearing masonry: Type N.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Running.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches.
- D. Brick Units:

3.05 WEEPS/CAVITY VENTS

- A. Install weeps in veneer and cavity walls at 24 inches on center horizontally on top of through-wall flashing above shelf angles and lintels and at bottom of walls.

3.06 CAVITY MORTAR CONTROL

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.
- B. Install cavity mortar diverter at base of cavity and at other flashing locations as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.

3.07 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, AND CAVITY WALL MASONRY

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Embed longitudinal wires of joint reinforcement in mortar joint with at least 5/8 inch mortar cover on each side.
- E. Lap joint reinforcement ends minimum 6 inches.
- F. Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches on center.

3.08 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
 - 1. Extend flashings full width at such interruptions and at least 6 inches, minimum, into adjacent masonry or turn up flashing ends at least 1 inch, minimum, to form watertight pan at nonmasonry construction.
 - 2. Remove or cover protrusions or sharp edges that could puncture flashings.
- B. Terminate flashing up 8 inches minimum on vertical surface of backing:
 - 1. Install vertical leg of flashing behind water-resistive barrier sheet over backing.
 - 2. Install vertical leg of flashing over fluid-applied or self-adhered air/vapor barriers over backing or per manufacturer's directions.
 - 3. Terminate vertical leg of flashing into bed joint in masonry or reglet in concrete.
 - 4. Anchor vertical leg of flashing into backing with a termination bar and sealant.
 - 5. Apply cap bead of sealant on top edge of self-adhered flashing.
- C. Install flashing in accordance with manufacturer's instructions and BIA Technical Notes No. 7.
- D. Extend metal flashings through exterior face of masonry and terminate in an angled drip with hemmed edge. Install joint sealer below drip edge to prevent moisture migration under flashing.
- E. Support flexible flashings across gaps and openings.
- F. Lap end joints of flashings at least 6 inches, minimum, and seal watertight with flashing sealant/adhesive.

3.09 LINTELS

- A. Install reinforced unit masonry lintels over openings where steel or precast concrete lintels are not scheduled.
 - 1. Openings to 42 inches: Place two, No. 4 reinforcing bars 1 inch from bottom web.
 - 2. Openings from 42 inches to 78 inches: Place two, No. 5 reinforcing bars 1 inch from bottom web.
- B. Maintain minimum 8 inch bearing on each side of opening.

3.10 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.

3.11 TOLERANCES

- A. Install masonry within the site tolerances found in TMS 402/602.
- B. Maximum Variation from Alignment of Columns: 1/4 inch.
- C. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- D. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- E. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- F. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- G. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.
- H. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

3.12 CUTTING AND FITTING

- A. Cut and fit for chases. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.13 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.14 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION

SECTION 04 43 13
STONE MASONRY VENEER

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered cut stone veneer at exterior walls.
- B. Accessories for adhered veneer.
- C. Setting mortar.

1.02 RELATED REQUIREMENTS

- A. Section 04 20 00 - Unit Masonry: Joint reinforcement, Ties, Anchors, and Through-wall flashing.
- B. Section 07 25 00 - Weather Barriers: Water-resistive barrier over sheathing.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim: Flashings.
- D. Section 07 92 00 - Joint Sealants: Sealing joints indicated to be left open for sealant.

1.03 REFERENCE STANDARDS

- A. ANSI A118.4 - American National Standard Specifications for Modified Dry-Set Cement Mortar; 2023.
- B. ASTM A580/A580M - Standard Specification for Stainless Steel Wire; 2023.
- C. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019a, with Editorial Revision.
- D. ASTM C926 - Standard Specification for Application of Portland Cement-Based Plaster; 2024.
- E. ASTM C932 - Standard Specification for Surface-Applied Bonding Compounds for Exterior Plastering; 2006 (Reapproved 2024).
- F. ASTM C1063 - Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster; 2024.
- G. ASTM C1242 - Standard Guide for Selection, Design, and Installation of Dimension Stone Attachment Systems; 2022a.
- H. ASTM C1528/C1528M - Standard Guide for Selection of Dimension Stone; 2020.
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- J. ASTM E2556/E2556M - Standard Specification for Vapor Permeable Flexible Sheet Water-Resistive Barriers Intended for Mechanical Attachment; 2010 (Reapproved 2016).
- K. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on stone units, _____, mortar, and reinforcement.
- C. Samples: Submit two stone samples illustrating minimum and maximum stone sizes, color range, texture, and markings.
- D. Samples: Submit mortar color samples.
- E. Stone Fabricator's Qualification Statement.
- F. Installer's Qualification Statement.

1.06 QUALITY ASSURANCE

- A. Stone Fabricator Qualifications: Company specializing in fabricating cut stone with minimum ten years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type required by this section, with minimum 10 years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect stone from discoloration during storage on site.
- B. Provide ventilation to prevent condensation from forming on stone.

1.08 FIELD CONDITIONS

- A. Cold Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 STONE

- A. Stone, General: See recommendations in ASTM C1528/C1528M.
- B. Stone: See drawings for additional info.

2.02 MORTAR APPLICATIONS

2.03 MORTAR MIXES

2.04 ACCESSORIES - ADHERED VENEER

- A. Water-Resistive Barrier: See Section 07 25 00.
- B. Flashings: See Section 04 20 00.
- C. Bonding Compound: Provide type recommended for bonding scratch coat to solid surfaces, complying with ASTM C932.
- D. Rainscreen Drainage Material:
 - 1. Drainage Mat: Polyester or polypropylene mesh with polypropylene fabric mortar screen on one face.
 - a. Thickness: 1/4 inch.
 - b. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less (Class A), when tested in accordance with ASTM E84.
 - c. Seam Tape and Bug Screen: As recommended by rainscreen manufacturer.
 - d. Manufacturers:
 - 1) CavClear, a Division of Archovations Inc; Rainscreen Mat HD (Heavy Duty)
: www.cavclear.com/#sle.
 - 2) Keene Building Products; Driwall Rainscreen 10MM: www.keenebuilding.com/#sle.
 - 3) Mortar Net Solutions; DriPlane: www.mortarnet.com/#sle.
 - 4) Clark Dietrich; E-Screem: www.ClarkDietrich.com.

2.05 STONE FABRICATION - ADHERED VENEER

- A. Comply with ASTM C1242 requirements for adhered stone system without mechanical anchors for maximum stone weight and maximum individual stone panel size.
- B. Comply with TMS 402/602 size requirements for adhered stone veneer units for maximum thickness, maximum face dimension, maximum face area and maximum weight per square foot.
- C. Nominal Thickness: 3/4 inch to 1-1/4 inches.
- D. Height: 2 inches to 8 inches.
- E. Length: 6 inches to 14 inches.
- F. Style: As indicated on drawings.
- G. Fabricate for 3/8 inch beds and joints.

H. Backs: Sawn.

I. Form stone corners to irregular joint profile. Clean jagged corners from stone in preparation for setting.

J. Slope exposed top surfaces of stone and horizontal sill surfaces for shedding water.

K. Provide special shapes as indicated on the drawings and as follows: Trimstones.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that support work and site conditions are ready to receive work of this section.

1. Per ASTM C1242, exterior walls to receive thin natural stone veneers should be designed with a stiffness ratio of L/1000 minimum.

B. Verify that substrates to receive mortar scratch coat or setting bed comply with stone veneer manufacturer's instructions.

1. Concrete Masonry: Verify joints are cut flush and surface is ready to receive mortar setting bed. Verify no bituminous or water repellent coatings exist on masonry surface.
2. Concrete: Verify surfaces are flat, honeycomb is filled flush, and surface is ready to receive mortar setting bed. Verify no bituminous, water repellent, or form release agents exist on concrete surface that are detrimental to mortar setting bed.
3. Metal Lath and Accessories: Verify lath is flat, secured to substrate, and joint and surface perimeter accessories are in place.

C. Verify that items built-in under other sections are properly located and sized.

3.02 PREPARATION - ANCHORED VENEER

A. Establish lines, levels, and coursing. Protect from disturbance.

B. Clean stone prior to installation. Do not use wire brushes or implements that mark or damage exposed surfaces.

C. Clean sawn surfaces of rust stains and iron particles.

D. Coat back surfaces not to be in contact with setting mortar with back coating material. Allow coating to cure.

3.03 PREPARATION - ADHERED VENEER

A. Dampen masonry surfaces to reduce excessive suction.

B. Clean concrete surfaces of foreign matter using approved acid solutions, solvents, or detergents, and then rinse surfaces thoroughly with clean water.

C. Roughen smooth concrete surfaces and apply bonding compound in accordance with manufacturer's written installation instructions.

D. Apply dash bond coat to solid bases and moist cure for at least 24 hours before applying setting bed.

3.04 INSTALLATION - RAINSCREEN DRAINAGE MATERIAL

A. Install rainscreen drainage material and metal lath with accessories over sheathing material and water-resistive barrier with fastening system in accordance with ASTM C1063 into wood or metal studs. Install drainage material with filter fabric mortar screen to exterior.

3.05 INSTALLATION - SCRATCH COAT

A. Apply mortar scratch coat of 1/2 inch nominal to cover metal lath in accordance with ASTM C926. Scratch surface when somewhat firm. If scratch coat dries before applying setting bed mortar and thin stone veneer, moisten scratch coat by misting it with water.

3.06 INSTALLATION - ADHERED VENEER

A. Install thin stone veneer with a cementitious mortar setting bed to a scratch coat backing surface, in accordance with stone fabricator's instructions and applicable sections of the ICC (IBC), TMS 402/602 and ASTM C1242 that apply to adhered masonry veneer.

B. Pattern Bond:

1. Lay out work in advance and distribute color range of stone uniformly over total work area.
 2. Lay stone with face exposed.
 3. Take care to avoid concentration of any one color to any one wall surface.
 4. Do not use stacked vertical joints.
- C. Windows, Doors and Wall Openings: Extend field stone units to edges of wall openings.
- D. Sills: Install sills where located on drawings.
- E. Caps: Install capstones where located on drawings.
- F. Seal all joints at wall openings and penetrations with sealant approved for use with adhered stone veneer.
- G. Weep Screed and Stone Clearances for Exterior Stud Wall Installations:
1. Above Finished Grade: Terminate a minimum of 4 inches or as per local code and building practices.
 2. Above Paved Surfaces: Terminate a minimum of 2 inches or as per local code.
 3. Above Paved Walking Surface Supported by Same Foundation Supporting the Wall: Terminate a minimum of 1/2 inch or as per local code.

3.07 INSTALLATION - MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
- B. Extend metal flashings through exterior face of stone and terminate in an angled drip with hemmed edge.

3.08 CONTROL AND EXPANSION JOINTS

- A. Form joints as detailed on drawings.
- B. Discontinue lath, scratch coat, and setting bed at movement joints in adhered veneer.

3.09 TOLERANCES

- A. Install masonry within the site tolerances found in TMS 402/602.
- B. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- C. Maximum Variation from Plane of Wall: 1/4 inch in 10 feet and 1/2 inch in 20 feet or more.
- D. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- E. Maximum Variation from Level Coursing: 1/8 inch in 3 feet and 1/4 inch in 10 feet; 1/2 inch in 30 feet.
- F. Maximum Variation of Joint Thickness: 1/8 inch in 3 feet.

3.10 CLEANING

- A. Remove excess mortar as work progresses, and upon completion of work.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.11 PROTECTION

- A. During temporary storage on site, at the end of working day, and during rainy weather, cover stone work exposed to weather with non-staining waterproof coverings, securely anchored.

END OF SECTION

**SECTION 06 10 00
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Sheathing.
- C. Underlayment.
- D. Preservative treated wood materials.
- E. Fire retardant treated wood materials.
- F. Miscellaneous framing and sheathing.
- G. Concealed wood blocking, nailers, and supports.
- H. Miscellaneous wood nailers, furring, and grounds.
- I. Roof sheathing with factory applied roofing underlayment.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Setting anchors in concrete.
- B. Section 06 17 53 - Shop-Fabricated Wood Trusses.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim: Sill flashings.
- D. Section 07 72 00 - Roof Accessories: Prefabricated roof curbs.
- E. Section 09 21 16 - Gypsum Board Assemblies: Gypsum-based sheathing.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- C. ASTM D3498 - Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing; 2019a.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- E. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2024, with Errata.
- F. AWWA U1 - Use Category System: User Specification for Treated Wood; 2023.
- G. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. PS 1 - Structural Plywood; 2023.
- I. PS 2 - Performance Standard for Wood Structural Panels; 2018.
- J. PS 20 - American Softwood Lumber Standard; 2021.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Structural Composite Lumber: Submit manufacturer's published structural data including span tables, marked to indicate which sizes and grades are being used; if structural composite lumber is being substituted for dimension lumber or timbers, submit grading agency structural tables marked for comparison.
- C. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 3. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Joist, Rafter, and Small Beam Framing (as indicated on drawings):
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 STRUCTURAL COMPOSITE LUMBER

- A. At Contractor's option, structural composite lumber may be substituted for concealed dimension lumber and timbers.
- B. Structural Composite Lumber: Factory fabricated beams, headers, and columns, of sizes and types indicated on drawings; structural capacity as published by manufacturer.

2.04 CONSTRUCTION PANELS

- A. Subfloor/Underlayment Combination: PS 1 or PS 2 type, rated Single Floor.
 - 1. Panel Type: Plywood or Oriented Strand Board.
 - 2. Bond Classification: Exposure 1.
- B. Roof Sheathing: PS 2 type, rated Structural I Sheathing.
 - 1. Bond Classification: Exterior.
 - 2. Span Rating: 60.
 - 3. Performance Category: 3/4 PERF CAT.
- C. Wall Sheathing: PS 2 type.
 - 1. Bond Classification: Exterior.
 - 2. Grade: Structural I Sheathing.
 - 3. Span Rating: 24.
 - 4. Performance Category: 5/16 PERF CAT.
 - 5. Edge Profile: Square edge.
- D. Wall Sheathing: Oriented strand board wood structural panel; PS 2.
 - 1. Grade: Structural 1 Sheathing.
 - 2. Bond Classification: Exposure 1.

3. Performance Category: 5/8 PERF CAT.
4. Span Rating: 40/20.
5. Edges: Square.

2.05 ACCESSORIES

- A. Fasteners and Anchors:
 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
 3. Anchors: Toggle bolt type for anchorage to hollow masonry.
- B. Sill Flashing: See Section 07 62 00.
- C. Subfloor Adhesives: Gap-filling construction adhesive for bonding wood structural panels to wood-based floor system framing; complying with ASTM D3498.

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches and seal.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes, AWC (WFCM) Wood Frame Construction Manual, and _____.
- E. Install horizontal spanning members with crown edge up and not less than 1-1/2 inches of bearing at each end.
- F. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- G. Provide bridging at joists in excess of 8 feet span as detailed. Fit solid blocking at ends of members.
- H. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to authorities having jurisdiction may be used in lieu of solid wood blocking.

- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide the following specific nonstructural framing and blocking:
 - 1. Cabinets and shelf supports.
 - 2. Wall brackets.
 - 3. Handrails.
 - 4. Grab bars.
 - 5. Towel and bath accessories.
 - 6. Wall-mounted door stops.
 - 7. Chalkboards and marker boards.
 - 8. Wall paneling and trim.
 - 9. Joints of rigid wall coverings that occur between studs.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Subflooring/Underlayment Combination: Glue and nail to framing; staples are not permitted.
- B. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 - 1. Nail panels to framing; staples are not permitted.
- C. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

3.06 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.07 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.

3.08 CLEANING

- A. Waste Disposal: See Section 01 74 19 - Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 06 17 53
SHOP-FABRICATED WOOD TRUSSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop-fabricated wood trusses.
- B. Truss bridging.
- C. Preservative treatment of wood.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Installation requirements for miscellaneous framing.
- B. Section 06 10 00 - Rough Carpentry: Material requirements for blocking, bridging, plates, and miscellaneous framing.

1.03 REFERENCE STANDARDS

- A. ANSI/TPI 1 - National Design Standard for Metal-Plate-Connected Wood Truss Construction; 2014.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- C. SBCA (BCSI) - Building Component Safety Information: Guide to Good Practice for Handling, Installing, Restraining & Bracing of Metal Plate Connected Wood Trusses; 2018 (Updated 2020).
- D. TPI DSB-89 - Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses; 1989.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on plate connectors, bearing plates, and metal bracing components.
- C. Shop Drawings: Show truss configurations, sizes, spacing, size and type of plate connectors, cambers, framed openings, bearing and anchor details, and bridging and bracing.
 - 1. Include identification of engineering software used for design.
 - 2. Provide shop drawings stamped or sealed by design engineer.
- D. Fabricator's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Perform design by or under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State in which the Project is located.
- B. Fabricator Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Handle trusses in accordance with SBCA (BCSI).
- B. Store trusses in vertical position resting on bearing ends.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Truss Plate Connectors:
 - 1. Alpine, an ITW Company; ____: www.alpineitw.com/#sle.
 - 2. MiTek Industries, Inc; ____: www.mii.com/#sle.
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 TRUSSES

- A. Wood Trusses: Design and fabricate trusses in accordance with ANSI/TPI 1 and to achieve specified design requirements indicated.
 - 1. Design and fabricate temporary bracing in accordance with TPI DSB-89.
 - 2. Connectors: Steel plate.
 - 3. Structural Design: Comply with applicable code for structural loading criteria.
 - 4. Roof Deflection: 1/240, maximum.
 - 5. Decay Resistance: Factory preservative-treated wood.

2.03 MATERIALS

- A. Lumber:
 - 1. Moisture Content: Between 7 and 9 percent.
 - 2. Lumber fabricated from old growth timber is not permitted.
- B. Steel Connectors: Hot-dipped galvanized steel sheet, ASTM A653/A653M Structural Steel (SS) Grade 33/230, with G90/Z275 coating; die stamped with integral teeth; thickness as indicated.
- C. Truss Bridging: Type, size and spacing recommended by truss manufacturer.

2.04 ACCESSORIES

- A. Wood Blocking, Bridging, Plates, and Miscellaneous Framing: Softwood lumber, any species, construction grade, 19 percent maximum and 7 percent minimum moisture content.
- B. Fasteners: Electrogalvanized steel, type to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that supports and openings are ready to receive trusses.

3.02 PREPARATION

- A. Coordinate placement of bearing items.

3.03 ERECTION

- A. Install trusses in accordance with manufacturer's instructions, SBCA (BCSI); maintain a copy of applicable documents on site until installation is complete.
- B. Set members level and plumb, in correct position.
- C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure plumb, and in true alignment until completion of erection and installation of permanent bracing.
- D. Install permanent bridging and bracing.
- E. Install headers and supports to frame openings required.
- F. Frame openings between trusses with lumber in accordance with Section 06 10 00.
- G. Coordinate placement of decking with work of this section.

3.04 SITE-APPLIED WOOD TREATMENT

- A. Apply preservative treatment to non-pressure-treated wood wherever it will come into contact with cementitious materials, roofing, asphaltic materials, or metals.
- B. Allow field-applied treatment to dry prior to erecting members.

3.05 TOLERANCES

- A. Framing Members: 1/2 inch maximum, from true position.

END OF SECTION

**SECTION 06 20 00
FINISH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 09 91 23 - Interior Painting: Painting of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- D. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- E. BHMA A156.9 - Cabinet Hardware; 2020.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with electrical rough-in and installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide manufacturer's product data, storage and handling instructions for factory-fabricated units.
 - 2. Provide data on fire retardant treatment materials and application instructions.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
 - 2. Include certification program label.
- D. Samples: Submit two samples of wood trim 12 inch long.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
 - 1. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.
- B. Quality Certification:
 - 1. Provide labels or certificates indicating that work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
 - 2. Provide designated labels on shop drawings as required by certification program.
 - 3. Provide designated labels on installed products as required by certification program.
 - 4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver factory-fabricated units to project site in original packages, containers or bundles bearing brand name and identification.
- B. Store finish carpentry items under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight.

- C. Protect from moisture damage.
- D. Handle materials and products to prevent damage to edges, ends, or surfaces.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.

2.02 HARDWARE

- A. Hardware: Comply with BHMA A156.9.

2.03 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.04 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- D. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
 - 1. Transparent:
 - a. System - 1, Lacquer, Nitrocellulose.
 - b. Stain: As selected by Architect.
 - c. Sheen: Flat.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 07 27 26
FLUID-APPLIED MEMBRANE AIR BARRIERS - DOW

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fluid-applied membrane air barriers.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete substrate.
- B. Section 04 20 00 - Unit Masonry: Concrete masonry.
- C. Section 06 10 00 - Rough Carpentry: Exterior wood stud walls.
- D. Section 06 10 00 - Rough Carpentry: Exterior sheathing.
- E. Section 07 92 00 - Joint Sealants: Sealants applied to adjacent work.

1.03 DEFINITIONS

- A. Air Barrier: Airtight barrier made of material that is relatively air impermeable but water vapor permeable, both to degree specified, with sealed seams and with sealed joints to adjacent surfaces.

1.04 REFERENCE STANDARDS

- A. ASTM C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle); 2022.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- C. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- D. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).
- E. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers; 2000 (Reapproved 2020).
- F. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2021.
- G. ASTM D4541 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers; 2022.
- H. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- I. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.
- J. ASTM E2357 - Standard Test Method for Determining Air Leakage Rate of Air Barrier Assemblies; 2023a.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on material characteristics, performance criteria, and limitations.
- C. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.
- F. Warranty Documentation: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in original packaging with seals unbroken and properly labeled.
- B. Store materials in their original undamaged packaging within clean, dry, and protected location at a temperature less than 90 degrees F.

1.08 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by materials manufacturer before, during, and after installation.
 - 1. Do not apply air barrier products when air or substrate temperatures are above 100 degrees F or below 20 degrees F.
 - 2. Allow wet substrates to dry prior to applying air barrier products.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage to repair or replace air barrier coatings and accessory products that demonstrate deterioration or failure within a 10-year period after Date of Substantial Completion due to material failure under normal use; failure includes water or air penetration through air barrier assembly.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Membrane Air Barrier:
 - 1. Dow: www.dow.com.
 - 2. Tremco: www.tremcosealants.com
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 FLUID-APPLIED MEMBRANE AIR BARRIER ASSEMBLY

- A. Applications:
 - 1. Concrete Masonry Walls:
 - a. See Section 04 20 00 for concrete masonry.
- B. Fluid-Applied Membrane Air Barrier: Single-component, vapor permeable, 100 percent silicone elastomeric air barrier.
 - 1. Air Permeance: 0.004 cfm/sq ft maximum leakage when tested at 1.57 psf pressure difference in accordance with ASTM E2178.
 - 2. Vapor Permeance: 12 perms, minimum, when tested in accordance with ASTM E96/E96M using Desiccant Method at 73.4 degrees F.
 - 3. Air Barrier Leakage: Not greater than 0.04 cfm/sq ft of surface area at pressure of 1.57 psf when tested in accordance with ASTM E2357.
 - 4. Elongation: Greater than 600 percent, when tested in accordance with ASTM D412.
 - 5. Nail Sealability: Pass head of water test in accordance with ASTM D1970/D1970M.
 - 6. Sealants, Tapes, and Accessories: As recommended by coating manufacturer.
 - 7. Products:
 - a. Dow; DOWSIL DefendAir 200C: www.dow.com/#sle.
 - b. Tremco: xxxExoAir® 230/230LT: www.tremcosealants.com
 - c. Substitutions: Not permitted.
- C. Primer: Water-based silicone adhesion promoter.

1. Apply primer over plywood or damp oriented strand board (OSB) substrates.
2. Products:
 - a. As recommended by fluid applied membrane manufacturer.
- D. Preformed Transition Strips and Molded Corners: Semi-rigid silicone elastomer extrusion, tear resistant, with tapered edges; applied and adhered with sealant.
 1. Width and location as recommended by manufacturer.
 2. Elongation: Greater than 400 percent, when tested in accordance with ASTM D412.
 3. Tensile Strength: Greater than 800 psi, when tested in accordance with ASTM D412.
 4. Tear Strength: Greater than 200 psi, when tested in accordance with ASTM D624.
 5. Products:
 - a. As recommended by fluid applied membrane manufacturer.
- E. Preformed Flashing and Transition Seals: Factory formed silicone extrusion profile for adhered application to overlay face of joint.
 1. Width and location as recommended by manufacturer.
 2. Color: As selected by Architect from manufacturer's standard line.
 3. Products:
 - a. As recommended by fluid applied membrane manufacturer.
- F. Weatherproofing Silicone Sealant: ASTM C920, Type S, Grade NS, Class 50, Uses NT, M, G, and A; not expected to withstand continuous water immersion or traffic.
 1. Location as recommended by manufacturer. Application process, and characteristics as recommended by manufacturer. Joint Movement Capability: Plus or minus 50 percent, minimum, when tested in accordance with ASTM C719.
 2. Staining: None to concrete, brick, or limestone when tested in accordance with ASTM C1248.
 3. Color: As selected by Architect from manufacturer's standard line.
 4. Products:
 - a. As recommended by fluid applied membrane manufacturer.
- G. Liquid Flashing: One part, neutral-cure silicone sealant, trowelable liquid flashing.
 1. Location as recommended by manufacturer.
 2. Application process, and characteristics as recommended by manufacturer
 3. Applied Thickness: 20 to 50 mils, 0.020 to 0.050 inch, nominal.
 4. Products:
 - a. As recommended by fluid applied membrane manufacturer.

2.03 ACCESSORIES

- A. Thinners and Cleaners: As recommended by material manufacturer.
- B. Crack Fillers: Provide substrate manufacturer's recommended crack fillers or sealants compatible with air barrier assembly components and adjacent materials.
- C. Block Filler: Provide air barrier coating manufacturer's recommended latex block filler compatible with substrate and adjacent materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready to accept work of this section.
- B. Verify that surfaces are clean, dry, and free of frost, dust, dirt, grease, oil, curing compounds, form release agents, laitance, efflorescence, mildew, excess alkalinity, and other conditions affecting performance of this work.
- C. Verify that new concrete and mortar to receive coating application has cured in accordance with substrate and air barrier coating manufacturer's instructions.
- D. Preinstallation Testing: Prior to application of air barrier coatings, perform following tests to verify condition of substrate in accordance with manufacturer's instructions.

1. Adhesion: Perform field adhesion tests in accordance with ASTM D4541 to determine if primer is required to adhere air barrier coatings to substrates.
2. Alkalinity: Verify substrate is within alkalinity range acceptable to manufacturer.
3. Moisture Level: Verify substrate moisture content is acceptable to manufacturer, and substrate is visibly dry and free of moisture.

E. Proceed with work once conditions comply with air barrier coating manufacturer's recommendations.

3.02 PREPARATION

- A. Protect work of other trades against damage from application of air barrier coatings.
- B. Protect adjacent surfaces not designated to receive air barrier coatings; provide protection for pedestrians, vehicles, landscaping, and surrounding areas to prevent contact with coating materials.
- C. Clean substrates to remove contaminants and foreign material by pressure cleaning, wire brushing, grinding or other method recommended by air barrier coatings manufacturer.
- D. Prepare substrates in accordance with air barrier coating manufacturer's written instructions.
- E. Repair deteriorated or damaged substrates, repair masonry joints, and fill cracks, voids, honeycombs, and other defects using materials as recommended by air barrier coating manufacturer, and allow patching materials to fully cure.
 1. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
 2. Fill cracks larger than 1/16 inch wide using applicable joint sealant, and fill cracks larger than 1 inch wide using joint sealant and compatible bond breaker where movement is expected.
- F. Primer: Apply primer to substrates where required based upon preinstallation testing and air barrier coating manufacturer's recommendations, using application methods and rate of application recommended by manufacturer; allow primer to fully dry prior to application of air barrier coating.
 1. Apply block filler as primer on concrete masonry unit (CMU) substrates where required to fill pores and provide smooth application of air barrier coating.

3.03 APPLICATION

- A. Apply air barrier system materials in accordance with manufacturer's instructions.
- B. Transition Strips and Silicone Sealants: Install with approved sealants in accordance with manufacturer's written instructions.
 1. Form sealed joints to windows, wall framing systems, door and louver frames, roofing system perimeters, and at interface with other adjacent materials utilizing compatible components that form air barrier assembly.
 2. Ensure laps and bonds are adhered to substrates.
- C. Air Barrier Coating: Apply air barrier coating using application methods and rate of application recommended by manufacturer, using nap roller or airless sprayer, in accordance with requirements of authorities having jurisdiction (AHJ).
 1. Provide wet application not less than 30 mils, 0.030 inch thick, or more as required by substrate conditions, with dry film thickness (DFT) not less than 15 mils, 0.015 inch thick.
 2. Apply additional coats as required to provide uniform, continuously cured, airtight and watertight film.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Owner may retain testing agency to perform the following tests:

3.05 CLEANING

- A. During completion of this work, remove overspray and excess material, using materials and methods approved by manufacturer that will not damage adjacent materials.
- B. Clean and repair adjacent surfaces damaged by air barrier coating application.

3.06 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.
- B. Allow air barrier coatings to fully cure before exposure to traffic or other construction operations.
- C. Prevent damage to coatings from construction operations or other causes.
- D. Replace damaged air barrier coatings prior to concealment behind subsequent construction.

END OF SECTION

**SECTION 07 71 00
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including copings, fascias, and gravel stops.
- B. Roof control and expansion joint covers.

1.02 RELATED REQUIREMENTS

- A. Section 07 72 00 - Roof Accessories: Manufactured curbs, roof hatches, and snow guards.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2020.
- B. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- C. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2022.
- D. NRCA (RM) - The NRCA Roofing Manual; 2025.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
 - 1. ATAS International, Inc; Rapid-Lok Fascia: www.atas.com/#sle.
 - 2. Hickman Edge Systems; Formed Coping Plus: www.hickmanedgesystems.com/#sle.
 - 3. Metal Roofing Systems, Inc; Rapid Lock Coping: www.metalroofingsystems.biz/#sle.
- B. Control and Expansion Joint Covers:
 - 1. EMSEAL Joint Systems, Ltd; Emseal RoofJoint: www.emseal.com/#sle.
 - 2. GAF: www.gaf.com/#sle.
 - 3. Johns Manville: www.jm.com/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Pipe and Penetration Flashings:
 - 1. Elmdor: www.elmdor.com/#sle.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Counterflashings:
 - 1. ATAS International, Inc; ____: www.atas.com/#sle.
- E. Expansion Joint Covers Vapor Barriers:
 - 1. Construction Specialties, Inc; Vapor Barriers: www.c-sgroup.com/#sle.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane.

2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
 3. Exposed Face Height: As indicated on drawings.
 4. Material: Formed aluminum sheet, 0.050 inch thick, minimum.
 5. Finish: Anodized as indicated on drawings..
 6. Color: As indicated on drawings.
- B. Copings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
 3. Wall Width: As indicated on drawings.
 4. Outside Face Height: As indicated on drawings.
 5. Inside Face Height: As indicated on drawings.
- C. Control and Expansion Joint Covers: Composite construction of ____-inch wide flexible EPDM flashing of black color with closed cell urethane foam backing, each edge seamed to aluminum sheet metal flanges, designed for nominal joint width of 1 inch. Include special formed corners, tees, intersections, and wall flashings, each sealed watertight.
- D. Roof Penetration Sealing Systems: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.
- E. Engineered Roof Perimeter Blocking: Prefabricated 20-gauge, 0.036-inch galvanized steel retainer for lightweight concrete; with cleat to accept copings; attach to roof deck in lieu of wood blocking at roof edge; for low slope roof installations.
1. Style: Box.
 2. Products:
 - a. Hickman Edge Systems: www.hickmanedgesystems.com/#sle.
- F. Counterflashings: Factory fabricated and finished sheet metal that overlaps top edges of base flashing by at least 4 inches, and designed to snap into through-wall flashing or reglets with lapped joints.
1. Color: To be selected by Architect from manufacturer's standard range.

2.03 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.
- C. Insulation Board Adhesive: Two-component, low-rise polyurethane foam adhesive used for adhering insulation to low slope roof deck materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.
1. See Section 07 72 00 for information on roofing related accessories.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Anchor components securely.
- C. Coordinate installation of components of this section with installation of roofing membrane and base flashings.

- D. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.
- E. Coordinate installation of flashing flanges into reglets.

END OF SECTION

**SECTION 07 72 00
ROOF ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof penetrations mounting curbs.
- B. Roof hatches, manual and automatic operation, including smoke vents.
- C. Roof hatches with access ladders.
- D. Roof ventilation louvers.
- E. Attic vents.
- F. Ridge vents.
- G. Non-penetrating pedestals.
- H. Snow guards.
- I. Roof snow and ice melting system.

1.02 RELATED REQUIREMENTS

- A. Section 07 71 00 - Roof Specialties: Other manufactured roof specialty items.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1910.23 - Ladders; Current Edition.
- B. 29 CFR 1910.29 - Fall Protection Systems and Falling Object Protection - Criteria and Practices; Current Edition.
- C. 29 CFR 1926.502 - Fall protection systems criteria and practices; Current Edition.
- D. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- E. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- F. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- H. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2023.
- I. FM (AG) - FM Approval Guide; Current Edition.
- J. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).
- K. UL (DIR) - Online Certifications Directory; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.

2. Ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for _____. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 ROOF HATCHES AND VENTS

- A. Roof Hatch Manufacturers:
 1. Babcock-Davis; ThermalMAX: www.babcockdavis.com/#sle.
 2. Best Access Doors; Series BA-GRH - Ladder Access Roof Hatch, Galvanized: www.bestaccessdoors.com/#sle.
 3. Bilco Company; Type TB (various types and special size): www.bilco.com/#sle.
 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 NON-PENETRATING ROOFTOP SUPPORTS/ASSEMBLIES

- A. Non-Penetrating Rooftop Support/Assemblies: Manufacturer-engineered and factory-fabricated, with pedestal bases that rest on top of roofing membrane, and not requiring any attachment to roof structure and not penetrating roofing assembly.
 1. Design Loadings and Configurations: As required by applicable codes.
 2. Height: Provide minimum clearance of 6 inches under supported items to top of roofing.
 3. Support Spacing and Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 4. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
 5. Hardware, Bolts, Nuts, and Washers: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A153/A153M.
- B. Pipe Supports: Provide attachment fixtures complying with MSS SP-58 and as indicated.
 1. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports; corrosion resistant material.
 2. See relevant piping system specification section for additional requirements.
- C. Non-Penetrating Pedestals: Steel pedestals with square, round, or rectangular bases.
 1. Bases: High density polypropylene.
 2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 3. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.

2.03 SNOW GUARDS

- A. Fence Type Snow Guard: Continuous snow guard; manufacturer's standard pipe, bar, channel, or solid rod, set in brackets or posts, with optional plates and metal trim to match roof.
 1. Brackets: Zinc plated steel.
 2. Solid Rod: Aluminum, mill finish.
 - a. Threaded Couplings: Aluminum, mill finish, manufacturers standard.
 - b. End Collars and Caps: Manufacturer's standard material.
 3. Supplemental Plates and Clips: Attached to horizontal component; match finish of pipe, tube, rod, or channel.
 4. Products:
 - a. Metal Roof Innovations, Ltd. S-5! Attachment Solutions; ColorGard: www.s-5.com/#sle.

PART 3 EXECUTION

3.01 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.
- C. See Section 07 71 00 for information on roof specialties.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Clean installed work to like-new condition.

3.05 PROTECTION

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

END OF SECTION

**SECTION 07 92 00
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- D. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.
- E. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2019 (Reapproved 2020).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Executed warranty.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints:
 - a. Seal open joints except open joints indicated on drawings as not sealed.
 - b. Seal the following joints:
 - 1) Wall expansion and control joints.
 - 2) Joints between doors, windows, and other frames or adjacent construction.
 - 3) Joints between different exposed materials.
 - 4) Other joints indicated below.
 - 2. Interior Joints:
 - a. Do not seal interior joints indicated on drawings as not sealed.

- b. Seal the following joints:
 - 1) Joints between door frames and window frames and adjacent construction.
- 3. Do Not Seal:
 - a. Intentional weep holes in masonry.
 - b. Joints indicated to be covered with expansion joint cover assemblies.
 - c. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.
 - d. Joints where sealant installation is specified in other sections.
 - e. Joints between suspended ceilings and walls.

2.03 JOINT SEALANTS - GENERAL

- A. Colors: As indicated on drawings.

2.04 ACCESSORIES

- A. Sealant Backing Rod, Open-Cell Type:
 - 1. Cylindrical flexible sealant backings complying with ASTM C1330 Type O.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.

- B. Owner will employ an independent testing agency to perform field quality control inspection and testing as specified in PART 1 under QUALITY ASSURANCE article.
- C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Mechanical and electrified door hardware
2. Electronic access control system components

B. Section excludes:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead doors

C. Related Sections:

1. Division 01 "General Requirements" sections for Allowances, Alternates, Owner Furnished Contractor Installed, Project Management and Coordination.
2. Division 06 Section "Rough Carpentry"
3. Division 06 Section "Finish Carpentry"
4. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
5. Division 08 Sections:
 - a. "Metal Doors and Frames"
 - b. "Flush Wood Doors"
 - c. "Stile and Rail Wood Doors"
 - d. "Interior Aluminum Doors and Frames"
 - e. "Aluminum-Framed Entrances and Storefronts"
 - f. "Stainless Steel Doors and Frames"
 - g. "Special Function Doors"
 - h. "Entrances"
6. Division 26 "Electrical" sections for connections to electrical power system and for low-voltage wiring.
7. Division 28 "Electronic Safety and Security" sections for coordination with other components of electronic access control system and fire alarm system.

1.02 REFERENCES

A. UL LLC

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Keying Systems and Nomenclature
4. Installation Guide for Doors and Hardware

C. NFPA – National Fire Protection Association

1. NFPA 70 – National Electric Code
2. NFPA 80 – 2016 Edition – Standard for Fire Doors and Other Opening Protectives
3. NFPA 101 – Life Safety Code
4. NFPA 105 – Smoke and Draft Control Door Assemblies
5. NFPA 252 – Fire Tests of Door Assemblies

D. ANSI - American National Standards Institute

1. ANSI A117.1 – 2017 Edition – Accessible and Usable Buildings and Facilities
2. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
3. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems
4. ANSI/WDMA I.S. 1A - Interior Architectural Wood Flush Doors
5. ANSI/SDI A250.8 - Standard Steel Doors and Frames

1.03 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
2. Prior to forwarding submittal:
 - a. Review drawings and Sections from related trades to verify compatibility with specified hardware.
 - b. Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

B. Action Submittals:

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:
 - a. Wiring Diagrams: For power, signal, and control wiring and including:
 - 1) Details of interface of electrified door hardware and building safety and security systems.
 - 2) Schematic diagram of systems that interface with electrified door hardware.
 - 3) Point-to-point wiring.
 - 4) Risers.
3. Samples for Verification: If requested by Architect, submit production sample of requested door hardware unit in finish indicated and tagged with full description for coordination with schedule.
 - a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.

4. Door Hardware Schedule:
 - a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.
 - b. Submit under direct supervision of a Door Hardware Institute (DHI) certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
 - c. Indicate complete designations of each item required for each opening, include:
 - 1) Door Index: door number, heading number, and Architect's hardware set number.
 - 2) Quantity, type, style, function, size, and finish of each hardware item.
 - 3) Name and manufacturer of each item.
 - 4) Fastenings and other pertinent information.
 - 5) Location of each hardware set cross-referenced to indications on Drawings.
 - 6) Explanation of all abbreviations, symbols, and codes contained in schedule.
 - 7) Mounting locations for hardware.
 - 8) Door and frame sizes and materials.
 - 9) Degree of door swing and handing.
 - 10) Operational Description of openings with electrified hardware covering egress, ingress (access), and fire/smoke alarm connections.
5. Key Schedule:
 - a. After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.
 - b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
 - c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
 - d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
 - e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
 - f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.

C. Informational Submittals:

1. Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.
2. Provide Product Data:
 - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
 - b. Include warranties for specified door hardware.

D. Closeout Submittals:

1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Final approved hardware schedule edited to reflect conditions as installed.
 - d. Final keying schedule

- e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.
- f. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.

E. Inspection and Testing:

- 1. Submit written reports to the Owner and Authority Having Jurisdiction (AHJ) of the results of functional testing and inspection for:
 - a. Fire door assemblies, in compliance with NFPA 80.
 - b. Required egress door assemblies, in compliance with NFPA 101.

1.04 QUALITY ASSURANCE

A. Qualifications and Responsibilities:

- 1. Supplier: Recognized architectural hardware supplier with a minimum of 5 years documented experience supplying both mechanical and electromechanical door hardware similar in quantity, type, and quality to that indicated for this Project. Supplier to be recognized as a factory direct distributor by the manufacturer of the primary materials with a warehousing facility in the Project's vicinity. Supplier to have on staff, a certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
- 2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
- 3. Architectural Hardware Consultant: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
 - a. For door hardware: DHI certified AHC or DHC.
 - b. Can provide installation and technical data to Architect and other related subcontractors.
 - c. Can inspect and verify components are in working order upon completion of installation.
 - d. Capable of producing wiring diagram and coordinating installation of electrified hardware with Architect and electrical engineers.
- 4. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Certifications:

- 1. Fire-Rated Door Openings:
 - a. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction.
 - b. Provide only items of door hardware that are listed products tested by UL LLC, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.
- 2. Smoke and Draft Control Door Assemblies:
 - a. Provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105

- b. Comply with the maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.
 - 3. Electrified Door Hardware
 - a. Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.
 - 4. Accessibility Requirements:
 - a. Comply with governing accessibility regulations cited in "REFERENCES" article 087100, 1.02.D3 herein for door hardware on doors in an accessible route. This project must comply with all Federal Americans with Disability Act regulations and all Local Accessibility Regulations.
- C. Pre-Installation Meetings
 - 1. Keying Conference
 - a. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
 - 1) Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - 2) Preliminary key system schematic diagram.
 - 3) Requirements for key control system.
 - 4) Requirements for access control.
 - 5) Address for delivery of keys.
 - 2. Pre-installation Conference
 - a. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Inspect and discuss preparatory work performed by other trades.
 - c. Inspect and discuss electrical roughing-in for electrified door hardware.
 - d. Review sequence of operation for each type of electrified door hardware.
 - e. Review required testing, inspecting, and certifying procedures.
 - f. Review questions or concerns related to proper installation and adjustment of door hardware.
 - 3. Electrified Hardware Coordination Conference:
 - a. Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping
- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.
- C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
- D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

- E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.
- F. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.06 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

1.07 WARRANTY

- A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.
 - 1. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
 - 2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.
 - a. Mechanical Warranty
 - 1) Locks
 - a) Schlage ND Series: 10 years
 - 2) Closers
 - a) LCN 4000 Series: 30 years

1.08 MAINTENANCE

- A. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.
- B. Turn over unused materials to Owner for maintenance purposes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. The Owner requires use of certain products for their unique characteristics and project suitability to ensure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."
 - 1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.
- B. Approval of alternate manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category are only to be considered by official substitution request in accordance with section 01 25 00.
- C. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.
- D. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 MATERIALS

- A. Fabrication
 - 1. Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. provide screws according to manufacturer's recognized installation standards for application intended.
 - 2. Finish exposed screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
 - 3. Provide concealed fasteners wherever possible for hardware units exposed when door is closed. Coordinate with "Metal Doors and Frames", "Flush Wood Doors", "Stile and Rail Wood Doors" to ensure proper reinforcements. Advise the Architect where visible fasteners, such as thru bolts, are required.
- B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
 - 1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.
- C. Cable and Connectors:
 - 1. Where scheduled in the hardware sets, provide each item of electrified hardware and wire harnesses with number and gage of wires enough to accommodate electric function of specified hardware.
 - 2. Provide Molex connectors that plug directly into connectors from harnesses, electric locking and power transfer devices.
 - 3. Provide through-door wire harness for each electrified locking device installed in a door and wire harness for each electrified hinge, electrified continuous hinge, electrified pivot, and electric power transfer for connection to power supplies.

2.03 HINGES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
 - a. Ives 5BB series
2. Acceptable Manufacturers and Products:
 - a. Hager BB1191/1279 series
 - b. McKinney TB series

B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. Provide five knuckle, ball bearing hinges.
3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
 - a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
 - b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high
4. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:
 - a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
 - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
5. 2 inches or thicker doors:
 - a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
 - b. Interior: Heavy weight, steel, 5 inches (127 mm) high
6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a. Steel Hinges: Steel pins
 - b. Non-Ferrous Hinges: Stainless steel pins
 - c. Out-Swinging Exterior Doors: Non-removable pins
 - d. Out-Swinging Interior Lockable Doors: Non-removable pins
 - e. Interior Non-lockable Doors: Non-rising pins
9. Provide hinges with electrified options as scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component. Provide mortar guard for each electrified hinge specified.

2.04 CYLINDRICAL LOCKS – GRADE 1

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
 - a. Schlage ND series
2. Acceptable Manufacturers and Products:
 - a. Best 9K Series

B. Requirements:

1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3-hour fire doors.
2. Indicators: Where specified, provide escutcheon with lock status indicator window on top of lockset rose:

- a. Escutcheon height (including rose) 6.05 inches high by 3.68 inches wide.
 - b. Indicator window measuring a minimum 3.52-inch by .60 inch with 1.92 square-inches of front facing viewing area and 180-degree visibility with a total of .236 square-inches of total viewable area.
 - c. Provide snap-in serviceable window to prevent tampering. Lock must function if indicator is compromised.
 - d. Provide messages color-coded with full text and symbol, as scheduled, for easy visibility.
 - e. Unlocked and Unoccupied message will display on white background, and Locked and Occupied message will display on red background.
3. Cylinders: Refer to "KEYING" article, herein.
 4. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide proper latch throw for UL listing at pairs.
 5. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
 6. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
 7. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
 8. Provide electrified options as scheduled in the hardware sets.
 9. Lever Trim: Solid cast levers without plastic inserts and wrought roses on both sides.
 - a. Lever Design: Rhodes

2.05 DEADBOLTS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
 - a. Schlage B600
2. Acceptable Manufacturers and Products:
 - a. Best T Series

B. Requirements:

1. Provide grade 1 deadbolt series conforming to ANSI/BHMA A156.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide deadbolts with standard 2-3/4 inches (70 mm) backset. Provide 2-3/8 inches (60 mm) where noted or if door or frame detail requires. Provide deadbolt with full 1-inch (25 mm) throw, constructed of steel alloy.
4. Provide manufacturer's standard strike.
5. Lock Status Indicator Trim: Where specified, provide escutcheon with lock status indicator window.
 - a. Escutcheon height 4.125 inches, width 2.54 inches. Projection 1.32 inches on thumbturn side and 1.28 inches on cylinder side.
 - b. Unlocked and Unoccupied message will display on white background, and Locked and Occupied message will display on red background.
 - c. Provide snap-in serviceable window to prevent tampering. Lock must function if indicator is compromised.
 - d. Indicator window to provide 180-degree visibility.

2.06 CYLINDERS

A. Manufacturers:

1. Scheduled Manufacturer and Product:
 - a. Best
 2. Acceptable Manufacturers and Products:
 - a. No Substitute
- B. Requirements:
1. Provide cylinders/cores to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.

2.07 KEYING

- A. Scheduled System:
1. Existing factory registered system:
 - a. Provide cylinders/cores keyed into Owner's existing factory registered keying system. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- B. Requirements:
1. Construction Keying:
 - a. Replaceable Construction Cores.
 - 1) Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
 - a) 3 construction control keys
 - b) 12 construction change (day) keys.
 - 2) Owner or Owner's Representative will replace temporary construction cores with permanent cores.
 2. Permanent Keying:
 - a. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
 - 1) Master Keying system as directed by the Owner.
 - b. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
 - c. Provide keys with the following features:
 - 1) Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
 - 2) Patent Protection: Keys and blanks protected by one or more utility patent(s).
 - 3) Geographically Exclusive: Where High Security or Security cylinders/cores are indicated, provide nationwide, geographically exclusive key system complying with the following restrictions.
 - d. Identification:
 - 1) Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts.
 - 2) Identification stamping provisions must be approved by the Architect and Owner.
 - 3) Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
 - 4) Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.

- 5) Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.
- e. Quantity: Furnish in the following quantities.
 - 1) Permanent Control Keys: 3.
 - 2) Master Keys: 6.
 - 3) Change (Day) Keys: 3 per cylinder/core that is keyed differently
 - 4) Key Blanks: Quantity as determined in the keying meeting.

2.08 KEY CONTROL SYSTEM

A. Manufacturers:

- 1. Scheduled Manufacturer:
 - a. Telkee
- 2. Acceptable Manufacturers:
 - a. HPC
 - b. Lund

B. Requirements:

- 1. Provide key control system, including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of number of locks required for Project.
 - a. Provide complete cross index system set up by hardware supplier, and place keys on markers and hooks in cabinet as determined by final key schedule.
 - b. Provide hinged-panel type cabinet for wall mounting.

2.09 DOOR CLOSERS

A. Manufacturers and Products:

- 1. Scheduled Manufacturer and Product:
 - a. LCN 4040XP series
- 2. Acceptable Manufacturers and Products:
 - a. Sargent 281 series

B. Requirements:

- 1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
- 2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
- 3. Cylinder Body: 1-1/2-inch (38 mm) diameter piston with 5/8-inch (16 mm) diameter double heat-treated pinion journal. QR code with a direct link to maintenance instructions.
- 4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
- 5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards. Provide snap-on cover clip, with plastic covers, that secures cover to spring tube.

6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck. Provide graphically labelled instructions on the closer body adjacent to each adjustment valve. Provide positive stop on reg valve that prevents reg screw from being backed out.
7. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
8. Pressure Relief Valve (PRV) Technology: Not permitted.
9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.
11. Closers shall be capable of being upgraded by adding modular mechanical or electronic components in the field.

2.10 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Ives
2. Acceptable Manufacturers:
 - a. Trimco
 - b. Rockwood

B. Requirements:

1. Provide push plates, push bars, pull plates, pulls, and hands-free reversible door pulls with diameter and length as scheduled.

2.11 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Ives
2. Acceptable Manufacturers:
 - a. Trimco
 - b. Rockwood

B. Requirements:

1. Provide protection plates with a minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Sizes plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards.
3. At fire rated doors, provide protection plates over 16 inches high with UL label.

2.12 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Ives
2. Acceptable Manufacturers:
 - a. Trimco
 - b. Rockwood

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide concave type where lockset has a push button or thumbturn.
2. Where a wall stop cannot be used, provide universal floor stops.
3. Where wall or floor stop cannot be used, provide overhead stop.
4. Provide roller bumper where doors open into each other and overhead stop cannot be used.

2.13 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer:
 - a. Zero International
2. Acceptable Manufacturers:
 - a. National Guard
 - b. Pemko

B. Requirements:

1. Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
4. Size thresholds 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width unless otherwise specified in the hardware sets or detailed in the drawings.

2.14 FINISHES

A. FINISH: BHMA 626/652 (US26D); EXCEPT:

1. Hinges at Exterior Doors: BHMA 630 (US32D)
2. Aluminum Geared Continuous Hinges: BHMA 628 (US28)
3. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
4. Protection Plates: BHMA 630 (US32D)
5. Overhead Stops and Holders: BHMA 630 (US32D)
6. Door Closers: Powder Coat to Match
7. Wall Stops: BHMA 630 (US32D)
8. Latch Protectors: BHMA 630 (US32D)

- 9. Weatherstripping: Clear Anodized Aluminum
- 10. Thresholds: Mill Finish Aluminum

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
 - 3. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A
 - 4. Installation Guide for Doors and Hardware: DHI TDH-007-20
- B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.
- C. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- D. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- E. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- F. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- G. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- H. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.
- I. Lock Cylinders:

1. Install construction cores to secure building and areas during construction period.
 2. Replace construction cores with permanent cores as indicated in keying section.
 3. Furnish permanent cores to Owner for installation.
- J. Wiring: Coordinate with Division 26, ELECTRICAL and Division 28 ELECTRONIC SAFETY AND SECURITY sections for:
1. Conduit, junction boxes and wire pulls.
 2. Connections to and from power supplies to electrified hardware.
 3. Connections to fire/smoke alarm system and smoke evacuation system.
 4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
 5. Connections to panel interface modules, controllers, and gateways.
 6. Testing and labeling wires with Architect's opening number.
- K. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.
- L. Continuous Hinges: Re-locate the door and frame fire rating labels where they will remain visible so that the hinge does not cover the label once installed.
- M. Door Closers & Auto Operators: Mount closers/operators on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers/operators so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.
- N. Overhead Stops/Holders: Mount overhead stops/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
- O. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.
- P. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- Q. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- R. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- S. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- T. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

3.03 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Spring Hinges: Adjust to achieve positive latching when door can close freely from an open position of 30 degrees.
 2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
 3. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.04 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items per manufacturer's instructions to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.05 DOOR HARDWARE SCHEDULE

- A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.
- B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.
- C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.
- D. Hardware Sets:

Hardware Group No. 205I

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<u>QTY</u>		<u>DESCRIPTION</u>	<u>CATALOG NUMBER</u>	<u>FINISH</u>	<u>MFR</u>
3	EA	HINGE	5BB1HW 4.5 X 4.5	630	IVE
1	EA	STOREROOM LOCK	ND80HD RHO	626	SCH
1	EA	PERMANENT CORE	1C7	626	BES
1	EA	SURFACE CLOSER	4040XP RW/PA X MTG BRKT, SPCR & PLATE AS REQ	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	FLOOR STOP	FS436 W/RISER TO SUIT CONDITIONS (OMIT IF TRIPPING HAZARD)	626	IVE
1	EA	RAIN DRIP	11A (MOUNT @ BOTTOM DOOR)	A	ZER
1	SET	GASKETING	328AA H & J	AA	ZER
1	EA	DOOR SWEEP	8193AA LENGTH AS REQ	AA	ZER
1	EA	THRESHOLD	655A	A	ZER

Hardware Group No. 805IL

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102

<u>QTY</u>		<u>DESCRIPTION</u>	<u>CATALOG NUMBER</u>	<u>FINISH</u>	<u>MFR</u>
3	EA	HINGE	5BB1HW 4.5 X 4.5	630	IVE
1	EA	SGL CYL DEADBOLT W/ OUTSIDE INDICATOR	B660HD OS-LOC	626	SCH
1	EA	PERMANENT CORE	1C7	626	BES
1	EA	PUSH PLATE	8200 4" X 16"	630	IVE
1	EA	PULL PLATE	8303 10" 4" X 16" F	630	IVE
1	EA	SURFACE CLOSER	4040XP RW/PA X MTG BRKT, SPCR & PLATE AS REQ	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	FLOOR STOP	FS436 W/RISER TO SUIT CONDITIONS (OMIT IF TRIPPING HAZARD)	626	IVE
1	EA	RAIN DRIP	11A (MOUNT @ BOTTOM DOOR)	A	ZER
1	SET	GASKETING	328AA H & J	AA	ZER
1	EA	DOOR SWEEP	8193AA LENGTH AS REQ	AA	ZER
1	EA	THRESHOLD	655A LENGTH AS REQ	A	ZER

END OF SECTION

**SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal channel ceiling framing.
- C. Acoustic insulation.
- D. Gypsum sheathing.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 05 40 00 - Cold-Formed Metal Framing: Structural steel stud framing.
- B. Section 06 10 00 - Rough Carpentry: Building framing and sheathing.
- C. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.
- D. Section 07 21 00 - Thermal Insulation: Acoustic insulation.
- E. Section 07 25 00 - Weather Barriers: Water-resistive barrier over sheathing.
- F. Section 07 92 00 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.03 REFERENCE STANDARDS

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016, with Supplement (2020).
- B. AISI S201 - North American Standard for Cold-Formed Steel Framing - Product Data; 2017.
- C. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing; 2020.
- D. AISI S240 - North American Standard for Cold-Formed Steel Structural Framing; 2015, with Errata (2020).
- E. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- F. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- G. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2020.
- H. ASTM C423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method; 2023.
- I. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017 (Reapproved 2022).
- J. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2020).
- K. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2017).
- L. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2023.
- M. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2020.
- N. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2023.

- O. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs from 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2022.
- P. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- Q. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- R. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- S. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2023.
- T. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2021.
- U. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.
- V. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.
- W. ASTM E413 - Classification for Rating Sound Insulation; 2022.
- X. GA-216 - Application and Finishing of Gypsum Panel Products; 2021.
- Y. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Z. UL (FRD) - Fire Resistance Directory; Current Edition.
- AA. UL 94 - Tests for Flammability of Plastic Materials for Parts in Devices and Appliances; Current Edition, Including All Revisions.
- BB. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the installation of gypsum board assemblies with size, location, and installation of service utilities.
- B. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by all affected installers.
- C. Sequencing: Install service utilities in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company; ____: www.americangypsum.com/#sle.
 - 2. CertainTeed Corporation; ____: www.certainteed.com/#sle.
 - 3. Gold Bond Building Products, LLC provided by National Gypsum Company; ____: www.goldbondbuilding.com/#sle.
 - 4. USG Corporation; ____: www.usg.com/#sle.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold-resistant board is required whenever board is being installed before the building is enclosed and conditioned.
 - b. Mold resistant board is required at all locations.
 - 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.

2.03 GYPSUM BOARD ACCESSORIES

- A. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
 - 1. Corner Beads: Low profile, for 90 degree outside corners.
 - a. Products:
 - 1) ClarkDietrich; Strait-Flex OS-400: www.clarkdietrich.com/#sle.
 - 2) Trim-Tex, Inc; ____: www.trim-tex.com/#sle.
 - 3) Substitutions: See Section 01 60 00 - Product Requirements.
- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Paper Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 2. Joint Compound: Drying type, vinyl-based, ready-mixed.
 - 3. Joint Compound: Setting type, field-mixed.
- C. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- D. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.
- E. Nails for Attachment to Wood Members: ASTM C514.
- F. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.
- G. Adhesive for Attachment to Wood, ASTM C557 and Metal:
 - 1. Products:
 - a. Liquid Nails, a brand of PPG Architectural Coatings; ____: www.liquidnails.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C1007/AISI S220 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.

1. Level ceiling system to a tolerance of 1/1200.
 2. Laterally brace entire suspension system.
 3. Install bracing as required at exterior locations to resist wind uplift.
- C. Studs: Space studs at 16 inches on center.
1. Extend partition framing to structure where indicated and to ceiling in other locations.
 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
 3. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- D. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.

3.04 JOINT TREATMENT

- A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, embed and finish with setting type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- C. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 2. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 3. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.
 4. Level 0: Temporary partitions.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 2. Taping, filling, and sanding are not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
- E. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

3.05 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.06 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Clean _____.

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3.07 PROTECTION

- A. Protect installed gypsum board assemblies from subsequent construction operations.

END OF SECTION

SECTION 09 90 00

PAINTING AND COATING - COMMERCIAL FACILITY GUIDE SPECIFICATION - SHERWIN-WILLIAMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Interior painting and coating systems.
- C. Exterior painting and coating systems.
- D. Scope:
 - 1. Finish surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - a. Exterior:
 - 1) Metal: Aluminum, galvanized.
 - 2) Metal, Miscellaneous: Iron, ornamental iron, structural iron and steel, ferrous metal.
 - 3) Architectural PVC, plastic, and fiberglass.
 - b. Interior:
 - 1) Masonry CMU: Concrete, split face, scored, smooth, high density, low density, and fluted.
 - 2) Metal: Aluminum and galvanized.
 - 3) Metal, Galvanized: Ceilings and ductwork.
 - 4) Metal: Structural steel columns, joists, trusses, beams, miscellaneous and ornamental iron, structural iron, and ferrous metal.
 - 5) Wood: Walls, ceilings, doors, and trim.
 - 6) Drywall: Walls, ceilings, gypsum board, and similar items.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- C. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).
- D. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- E. SSPC-SP 2 - Hand Tool Cleaning; 2024.
- F. SSPC-SP 3 - Power Tool Cleaning; 2024.
- G. SSPC-SP 6 - Commercial Blast Cleaning; 2007.
- H. SSPC-SP 13 - Surface Preparation of Concrete; 2018.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 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. Clean-up information.
- C. Samples: Submit four paper draw down samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.

- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- E. Applicator's qualification statement.
- F. Maintenance Data: Submit coating maintenance manual including finish schedule showing where each product/color/finish was used, product technical data sheets, safety data sheets (SDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience and approved by manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, product name, product code, color designation, VOC content, batch date, environmental handling, surface preparation, application, and use instructions.
- C. Paint Materials: Store at a minimum of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.
- D. Handling: Maintain a clean, dry storage area to prevent contamination or damage to materials.

1.06 FIELD CONDITIONS

- A. Do not apply materials when environmental conditions are outside the ranges required by manufacturer.
- B. Follow manufacturer's recommended procedures for producing the best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design Products: Subject to compliance with requirements, provide Sherwin-Williams Company (The) products indicated; www.sherwin-williams.com/#sle.
- B. Comparable Products: Products of approved manufacturers will be considered in accordance with 01 60 00 - Product Requirements, and the following:
 - 1. Products are approved by manufacturer in writing for application specified.
 - 2. Products that meet or exceed performance and physical characteristics of basis of design products.

2.02 PAINTINGS AND COATINGS

- A. General:
 - 1. Provide factory-mixed coatings unless otherwise indicated.
 - 2. Do not reduce, thin, or dilute coatings or add materials to coatings unless specifically indicated in manufacturer's instructions.
- B. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Metal: Aluminum, galvanized.

1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st and 2nd Coats: Sherwin-Williams Pro Industrial Acrylic Semi-Gloss, B66-650
Series: www.sherwin-williams.com/#sle.
 - b. Satin Finish:
 - 1) 1st and 2nd Coats: Sherwin-Williams Pro Industrial Acrylic Eg-Shel, B66-660
Series: www.sherwin-williams.com/#sle.
 - c. Flat Finish:
 - 1) 1st and 2nd Coats: Sherwin-Williams A-100 Exterior Latex Flat, A6
Series: www.sherwin-williams.com/#sle.
- B. Metal, Miscellaneous: Iron, ornamental iron, structural iron and steel, ferrous metal.
- C. Architectural PVC, plastic, and fiberglass.
 1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: Sherwin-Williams Extreme Bond Bonding Primer, B51W00150: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams Pro Industrial Acrylic Semi-Gloss, B66-650
Series: www.sherwin-williams.com/#sle.
 - b. Satin Finish:
 - 1) 1st Coat: Sherwin-Williams Extreme Bond Bonding Primer, B51W00150: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams A-100 Exterior Latex Satin, A82
Series: www.sherwin-williams.com/#sle.
 - c. Flat Finish:
 - 1) 1st Coat: Sherwin-Williams Extreme Bond Bonding Primer, B51W00150: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams A-100 Exterior Latex Flat, A6
Series: www.sherwin-williams.com/#sle.

2.04 PAINT SYSTEMS - INTERIOR

- A. Masonry CMU: Concrete, split face, scored, smooth, high density, low density, and fluted.
 1. Latex Systems:
 - a. EggShel Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: Sherwin-Williams PrepRite Block Filler, B25W25: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Eg-Shel, S24-50 Series: www.sherwin-williams.com/#sle.
 - b. Flat Finish:
 - 1) 1st Coat: Sherwin-Williams PrepRite Block Filler, B25W25: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams ProMar 200 Zero VOC Latex Flat, B30-2600
Series: www.sherwin-williams.com/#sle.
- B. Metal: Aluminum and galvanized.
 1. Latex Systems:
 - a. Semi-Gloss High Performance:
 - 1) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310
Series: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams Pro Industrial Acrylic Semi-Gloss, B66-650
Series: www.sherwin-williams.com/#sle.
 - b. Eg-Shel/Satin Finish High Performance:

- 1) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310
Series: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coats: Sherwin-Williams Pro Industrial Acrylic Eg-Shel, B66-660
Series: www.sherwin-williams.com/#sle.
- C. Metal, Galvanized: Ceilings and ductwork.
1. Multi-Surface Acrylic Coating System:
 - a. Gloss Finish High Performance:
 - 1) 1st and 2nd Coat: Sherwin-Williams Pro Industrial Multi-Surface Acrylic, B66-1500
Series: www.sherwin-williams.com/#sle.
- D. Metal: Structural steel columns, joists, trusses, beams, miscellaneous and ornamental iron, structural iron, and ferrous metal.
1. Latex Systems:
 - a. Semi-Gloss High Performance:
 - 1) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310
Series: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams Pro Industrial Acrylic Semi-Gloss, B66-650
Series: www.sherwin-williams.com/#sle.
 - b. Eg-Shel/Satin Finish High Performance:
 - 1) 1st Coat: Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer, B66-1310
Series: www.sherwin-williams.com/#sle.
 - (a) 5 mils wet, 2 mils dry per coat.
- E. Wood: Walls, ceilings, doors, and trim.
1. Latex Systems:
 - a. Semi-Gloss Finish:
 - 1) 1st Coat: Sherwin-Williams Premium Wall and Wood Primer, B28W8111: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams ProClassic Waterborne Acrylic Semi-Gloss, B31
Series: www.sherwin-williams.com/#sle.
 - b. Eg-Shel/Satin Finish:
 - 1) 1st Coat: Sherwin-Williams Premium Wall and Wood Primer, B28W8111: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams ProClassic Waterborne Acrylic Satin, B20
Series: www.sherwin-williams.com/#sle.
 - c. Flat Finish:
 - 1) 1st Coat: Sherwin-Williams Premium Wall and Wood Primer, B28W8111: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams ProMar 200 Zero VOC Latex Flat, B30-2600
Series: www.sherwin-williams.com/#sle.
- F. Drywall: Walls, ceilings, gypsum board, and similar items.
1. Latex Systems:
 - a. Semi-Gloss Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Semi-Gloss, S26-50 Series: www.sherwin-williams.com/#sle.
 - b. Eg-Shel Finish Scuff Resistant Waterbase Enamel:
 - 1) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600: www.sherwin-williams.com/#sle.
 - 2) 2nd and 3rd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Eg-Shel, S24-50 Series: www.sherwin-williams.com/#sle.
 - c. Flat Finish Scuff Resistant Waterbase Enamel:

- 1) 1st Coat: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer, B28W2600: www.sherwin-williams.com/#sle.
- 2) 2nd and 3rd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Matte, S23-50 Series: www.sherwin-williams.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove mildew from impervious surfaces by scrubbing with solution of water and bleach. Rinse with clean water and allow surface to dry.
- D. Masonry: Remove efflorescence and chalk.
- E. Gypsum Board: Fill minor defects with filler compound; sand smooth and remove dust prior to painting.
- F. Aluminum: Remove surface contamination and oil; wash with solvent according to SSPC-SP 1.
- G. Galvanized Surfaces:
 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 2. Prepare surface according to SSPC-SP 2.
- H. Ferrous Metal:
 1. Solvent clean according to SSPC-SP 1.
 2. Remove rust, loose mill scale, and other foreign substances using methods recommended by paint manufacturer and blast cleaning according to SSPC-SP 6. Protect from corrosion until coated.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions.
- C. Apply coatings at spread rate required to achieve manufacturer's recommended dry film thickness.
- D. Regardless of number of coats specified, apply additional coats until complete hide is achieved.

3.04 PRIMING

- A. Apply primer to all surfaces unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to top coat manufacturers.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

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3.06 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 10 28 00
TOILET, BATH, AND LAUNDRY ACCESSORIES - ASI

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 09 21 16 - Gypsum Board Assemblies: Placement of wood blocking, steel sheet blocking, and backing plates in stud wall construction for attachment of accessories.

1.02 REFERENCE STANDARDS

- A. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2024.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.
- D. ASTM B86 - Standard Specification for Zinc and Zinc-Aluminum (ZA) Alloy Foundry and Die Castings; 2023.
- E. ASTM B456 - Standard Specification for Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium; 2017 (Reapproved 2022).
- F. ASTM C1036 - Standard Specification for Flat Glass; 2021.
- G. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- H. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror; 2024.
- I. ASTM F2285 - Standard Consumer Safety Performance Specification for Diaper Changing Tables for Commercial Use; 2022.

PART 2 PRODUCTS

2.01 MANUFACTURERS

2.02 BABY CHANGING STATIONS

- A. Baby Changing Station: Wall-mounted folding baby changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
 - 1. Material: As indicated in product listing.
 - 2. Mounting: As indicated in product listing.
 - 3. Minimum Rated Load: 250 lb.
 - 4. Products:
 - a. Model 9013-9 - Surface-mounted - Roval Collection - Baby Changing Station - Horizontal - Stainless Steel.
 - b. Substitutions: 01 60 00 - Product Requirements.

2.03 GRAB BARS

- A. Grab Bars: Type 304 stainless steel.
 - 1. Standard Duty Grab Bars:
 - a. Push/Pull Point Load: 250 lbf, minimum.
 - b. OD: As indicated in product listing.
 - c. Tubing Thickness: As indicated on Technical Data Sheet for selected ASI model.
 - d. Flange Mounting: As indicated in product listing.
 - e. Clearance: 1-1/2 inch clearance between wall and inside of grab bar.
 - f. Finish: As indicated in product listing.
 - g. Length and Configuration: As indicated in product listing.
 - h. Products:
 - 1) Model 3701-18 - 18 inch length - Snap Flange, 1-1/4 inch OD, Peened - Straight Grab Bar.

- 2) Model 3701-36 - 36 inch length - Snap Flange, 1-1/4 inch OD, SmoothPeened - Straight Grab Bar.
- 3) Model 3701-42 - 42 inch length - Snap Flange, 1-1/4 inch OD, SmoothPeened - Straight Grab Bar.

2.04 HAND DRYERS

- A. Electric Hand Dryers: Traditional fan-in-case type.
1. Operation: Automatic, sensor-operated on and off.
 2. Mounting: As indicated in product listing.
 3. Nozzle Type: As indicated on Technical Data Sheet for selected ASI model.
 4. Cover: As indicated in product listing.
 - a. Color: As indicated in product listing.
 - b. Tamper-resistant screw attachment of cover to mounting plate.
 - c. Screened or shielded air intake.
 - d. Screen or shield to prevent access to motor/heater.
 5. Supply Voltage: As indicated on drawings.
 6. Warranty: 3 years.
 7. Drying Time: As indicated on Technical Data Sheet for selected ASI model.
 8. Sound Pressure: As indicated on Technical Data Sheet for selected ASI model.
 9. Products:
 - a. Model XL-SB Stainless Steel Hand Dryer - XLeator hand dryer, surface mount at ADA height.
 - b. Model #89S Wall Guard
 - c. Substitutions: Section 01 60 00 - Product Requirements.

2.05 MIRRORS

- A. Mirrors: Stainless steel framed, 1/4 inch thick annealed float glass, ASTM C1036.
1. Annealed Float Glass: Silvering, protective and physical characteristics in compliance with ASTM C1503.
 2. Angle Frame: 0.05 inch angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
 3. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
 4. Products:
 - a. Model B2908 2436 Vandal Resistant Mirror by Bobrick
 - b. Model 0600-C2436 - Stainless Steel Inter-Lok Angle Frame - Type 304 w Reflective Surface

2.06 SOAP AND HAND SANITIZER DISPENSERS

- A. Soap Dispenser: Liquid soap dispenser, with ABS plastic cover and horizontal stainless steel tank and working parts; push type soap valve, check valve, and window gauge refill indicator, tumbler lock.
1. Mounting: As indicated in product listing.
 2. Minimum Capacity: As indicated in product listing.
 3. Products:
 - a. Model 4216 - Soap Dispenser - Foam, Surface-Mounted.
 - b. Substitutions: Section 01 60 00 - Product Requirements.

2.07 SPECIALTY ACCESSORIES

- A. Coat Hook:
1. Mounting: As indicated in product listing.
 2. Material and Finish: As indicated in product listing.
 3. Products:
 - a. Model 7340-B - Bright Stainless Steel Finish - Robe Hook - Single - Surface-mounted.
 - b. Substitutions: Section 01 60 00 - Product Requirements.

2.08 TOILET TISSUE DISPENSERS

- A. Toilet Tissue Dispenser: Surface-mounted bracket type, stainless steel, spindleless type for tension spring delivery designed to prevent theft of tissue roll.
 - 1. Capacity: As indicated in product listing.
 - 2. Products:
 - a. Model 09655 - Kruger Noir Mini-Max JBT Dispenser. .
 - b. Substitutions: Section 01 60 00 - Product Requirements.

2.09 WASTE RECEPTACLES

- A. Waste Receptacle: Stainless steel, open top, continuously welded bottom pan and seamless exposed flanges.
 - 1. Mounting: As indicated in product listing.
 - 2. Liner: Removable seamless stainless steel receptacle.
 - 3. Minimum Capacity: As indicated in product listing.
 - 4. Products:
 - a. Model 0825 - Traditional Collection - Waste Receptacle - 17 gal - Surface-mounted.
 - b. Substitutions: Section 01 60 00 - Product Requirements.

2.10 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
 - 1. Grind welded joints smooth.
 - 2. Fabricate units made of metal sheet of seamless sheets with flat surfaces.
- B. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- D. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- E. Zinc Alloy: Die cast, ASTM B86.
- F. Mirror Glass: Tempered safety glass, ASTM C1048; and ASTM C1036 Type I, Class 1, Quality Q2, with silvering as required.
- G. Adhesive: Two component epoxy type, waterproof.
- H. Fasteners, Screws, and Bolts: Hot dip galvanized; tamperproof; security type.
- I. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.11 FABRICATION

- A. Roval Collection:
 - 1. Basic Construction Requirements:
 - a. Doors: Curved design, one piece Type 304, 18 gauge, 0.05 inch stainless steel.
 - b. Cabinets: Type 304, 22 gauge, 0.0312 inch stainless steel, trimless; joints welded, sight-exposed welds finished to match sheet finish. Full access back panels.
 - c. Hinges: Concealed, heavy-duty stainless steel multi-staked piano hinge, full length of cabinet.
 - d. Locks: Two flush, rimless tumbler locks, keyed alike other toilet accessory locks, with one key for each lock.
 - e. Exposed Finish: No.4 satin finish, unless noted otherwise.
- B. Traditional Collection:
 - 1. Basic Construction Requirements:
 - a. Doors: Type 304, 22 gauge, 0.0312 inch stainless steel, double pan construction, with 1/4 inch thick structural fiberboard core.

- b. Cabinets: Type 304, 22 gauge, 0.0312 inch stainless steel, formed perimeter trim with 1/4 inch return to wall four sides; joints welded, sight-exposed welds finished to match sheet finish.
- c. Hinges: Heavy-duty stainless steel multi-staked piano hinge, 3/16 inch diameter barrel, full length of cabinet; hinge leaves spot-welded to door and cabinet body.
- d. Locks: Tumbler locks, keyed alike other toilet accessory locks, with one key for each lock.
- e. Cabinet and Door Finish: No.4 satin finish.

2.12 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.
- B. Chrome/Nickel Plating: ASTM B456, SC 2, satin finish, unless otherwise noted.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify size and location of Finished Wall Opening (FWO) for flush installation of Piatto unit.
- D. For electrically-operated accessories, verify that electrical power connections are ready and in the correct locations.
- E. Verify that field measurements are as indicated on drawings.

3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
 - 1. Grab Bars: As indicated on drawings.
 - 2. Mirrors: 40 inch, measured from floor to bottom of mirrored surface.
 - 3. Electric Hand Dryers: Measured from floor to bottom of nozzle:
 - a. Handicap: 36 inches.
 - 4. Other Accessories: As indicated on drawings.

3.04 PROTECTION

- A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

**SECTION 10 44 00
FIRE PROTECTION SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fire extinguishers.
- B. Fire extinguisher cabinets.
- C. Accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2023a.
- B. FM (AG) - FM Approval Guide; Current Edition.
- C. NFPA 10 - Standard for Portable Fire Extinguishers; 2022.
- D. UL (DIR) - Online Certifications Directory; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Installation Instructions: Indicate special criteria and wall opening coordination requirements.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

1.05 FIELD CONDITIONS

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fire Extinguishers:
 - 1. Ansul, a Tyco Business: www.ansul.com/#sle.
 - 2. Kidde, a unit of United Technologies Corp: www.kidde.com/#sle.
 - 3. Nystrom, Inc: www.nystrom.com/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 FIRE EXTINGUISHERS

- A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
 - 1. Provide extinguishers labeled by UL (DIR) or FM (AG) for purpose specified and as indicated.
- B. Multipurpose Dry Chemical Type Fire Extinguishers: Carbon steel tank, with pressure gauge.
 - 1. Cartridge Operated: Spun shell.
 - 2. Class: A:B:C type.
 - 3. Size: 20 pound.
 - 4. Finish: Baked polyester powder coat, color as selected.
 - 5. Temperature range: Minus 65 degrees F to 120 degrees F.

2.03 FIRE EXTINGUISHER CABINETS

2.04 ACCESSORIES

- A. Extinguisher Brackets: Formed steel, chrome-plated.
- B. Lettering: "FIRE EXTINGUISHER" decal, or vinyl self-adhering, prespaced black lettering in accordance with authorities having jurisdiction (AHJ).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify rough openings for cabinet are correctly sized and located.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install cabinets plumb and level in wall openings, 48 inches from finished floor to inside bottom of cabinet.
- C. Secure rigidly in place.
- D. Place extinguishers in cabinets.
- E. Position cabinet signage at _____.

3.03 MAINTENANCE

- A. See Section 01 70 00 - Execution and Closeout Requirements, for additional requirements relating to maintenance service.

END OF SECTION

SECTION 10 82 13
EXTERIOR GRILLES AND SCREENS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior aluminum grilles and screens attached to structure.

1.02 RELATED REQUIREMENTS

- A. Section 04 20 00 - Unit Masonry: Mounting substrates.

1.03 REFERENCE STANDARDS

- A. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- C. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- D. ASTM F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs; 2022.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Submit detailed shop drawings, indicating component profiles, sections, finishes, fastening details, special details, and manufacturer's technical and descriptive data.
 - 1. Include field dimensions of openings and elevations on shop drawings.
 - 2. Indicate distinction between factory-assembled and field-assembled work on shop drawings.
- C. Samples: Submit samples for color verification, 10 inches by 10 inches minimum.
- D. Manufacturer's Qualification Statement.
- E. Installer's Qualification Statement.
- F. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Perform structural design under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of the type specified and with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in manufacturer's original, unopened packaging, with labels clearly identifying manufacturer and material.
- B. Store materials indoors, protected from moisture, humidity, and extreme temperature fluctuations.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a one year period after Date of Substantial Completion.
- C. Finish Warranty: Provide manufacturer's ten year warranty on factory finish against cracking, peeling, and blistering.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Exterior Metal Grilles and Screens:
 - 1. Basis of design: Knotwood, Fencing / Screens
 - 2. Architectural Grilles & Sunshades, Inc; _____: www.agsshade.com/#sle.
 - 3. Construction Specialties, Inc; Geometric Grilles: www.c-sgroup.com/#sle.

2.02 GRILLES

- A. Aluminum Grilles: Provide shop fabricated, shop finished grilles assembled into panels.
 - 1. Grill Type: Flat bar/egg crate.
 - 2. Panel Size and Configuration: As indicated on drawings.
 - 3. Frame/Support: Extruded aluminum tube or flat aluminum bar.

2.03 SCREENS

- A. Aluminum Screens: Provide shop fabricated, shop finished screens assembled into panels.
 - 1. Basis of design: Knotwood, Fencing / Screens
 - 2. Panel Size and Configuration: As indicated on drawings.
 - 3. Frame/Support: Extruded aluminum tube or flat aluminum bar.

2.04 MATERIALS

- A. Aluminum Extrusions: ASTM B221 (ASTM B221M) alloy 6063, temper T5, 1/8 inch minimum wall thickness.

2.05 FABRICATION

- A. Shop fabricate grilles and screens to the greatest extent possible.
- B. Disassemble as necessary for shipping and handling, clearly mark units for proper reassembly.
- C. Provide supports, anchorages, and accessories as required for complete assembled system.
- D. Provide inserts as required for installation into concrete or masonry based support materials.
- E. Fabricate grilles to ensure proper fit into openings of sizes indicated, with tolerances for installation.
- F. Attach grille panels to each other by welding, unless otherwise indicated.

2.06 FINISHES

- A. Powder coating as provided by manufacturer.
- B. Finish Color: As indicated on drawings.

2.07 ACCESSORIES

- A. Fasteners: ASTM F593 stainless steel or ASTM A307 carbon steel, sizes to suit installation conditions.
- B. Anchors and Inserts: Corrosion resistant; type, size, and material required for loading and installation as indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that painting, roofing, masonry work, and other adjacent work that might damage grille finish have been completed prior to start of installation.
- C. Verify that anchorage devices have been properly installed and located.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's written installation instructions.
- B. Set grilles level, plumb, with uniform joints, and in alignment with adjacent work as indicated.
- C. Mechanically secure grilles to supporting structure.

- D. Do not cut or trim aluminum members without approval of manufacturer; do not install damaged members.

3.03 CLEANING

- A. Remove temporary protective covering as grilles are installed.
- B. Clean finished surfaces as recommended by manufacturer and maintain clean condition until Date of Substantial Completion.
- C. Touch-up damaged finish coating using material provided by manufacturer to match original coating.
- D. Replace grilles that have been damaged beyond touch-up repair.

3.04 PROTECTION

- A. Protect installed grilles to ensure grilles are without damage until Date of Substantial Completion.

END OF SECTION

**SECTION 31 10 00
SITE CLEARING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clearing and grubbing.
- B. Selective removal and trimming.
- C. Earth stripping and stockpiling.
- D. Repair and restoration.
- E. Debris removal.

1.02 RELATED REQUIREMENTS

- A. Section 31 23 23 - Fill: Material for filling holes, pits, and excavations generated as result of removal operations.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1910.266 - Logging Operations; Current Edition.
- B. ANSI A300 Part 1 - American National Standard for Tree Care Operations - Tree, Shrub, and Other Woody Plant Management - Standard Practices (Pruning); 2017.
- C. ANSI Z133 - American National Standard for Arboricultural Operations - Safety Requirements; 2017.

1.04 FIELD CONDITIONS

- A. Ambient Conditions: Terminate work during hazardous environmental conditions according to 29 CFR 1910.266.

PART 3 EXECUTION

2.01 EXAMINATION

- A. Comply with additional requirements specified in Section 01 70 00 - Execution and Closeout Requirements.
- B. Identify preexisting debris, junk, and trash on-site.

2.02 PREPARATION

- A. Coordinate work with utility companies; notify before starting work and comply with local requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Protect existing structures and other elements that are to remain.
- E. Remove preexisting debris, junk, and trash on-site.

2.03 CLEARING AND GRUBBING

- A. Clearing: Cut trees, stumps, shrubs, downed timber, and other vegetation for removal within identified area as indicated on drawings according to 29 CFR 1910.266. Follow recommendations of ANSI Z133 and best local practices for species involved.
- B. Do not remove or damage vegetation beyond limits indicated on drawings.

2.04 SELECTIVE REMOVAL AND TRIMMING

- A. Selective Removal: Individual tree and shrub identified for removal as indicated on drawings according to 29 CFR 1910.266.
- B. Selective Trimming: Individual limbs and branches cut back according to ANSI A300 Part 1 identified for removal as indicated on drawings. Follow recommendations of ANSI Z133 and best local practices for species involved.

2.05 EARTH STRIPPING AND STOCKPILING

- A. Stripping:
 - 1. Cut sod into portable sections for undamaged removal.
- B. Stockpiling:
 - 1. Place sod in identified areas as determined by Owner.
 - 2. Place topsoil in identified areas as determined by Owner:
 - a. Pile depth not to exceed 8 feet.

2.06 REMOVED VEGETATION PROCESSING

- A. Do not burn, bury, landfill, or leave on-site, except as indicated on drawings.
- B. Trees: Sell if marketable.
- C. Sod: Reuse on-site if possible; otherwise sell if marketable.

2.07 REPAIR AND RESTORATION

- A. Remaining Existing Facilities, Utilities, and Site Features: If damaged due to this work, repair or replace to original condition.
- B. Vegetation: Replace damaged or destroyed vegetation identified to remain as indicated on drawings at no cost to Owner:
 - 1. Outside removal limits.

2.08 DEBRIS REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and windblown debris from public and private lands.

2.09 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove unused stockpiled subsoil. Grade stockpile area to prevent standing water.
- C. Leave site clean and ready to receive work.

END OF SECTION

**SECTION 31 22 00
GRADING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rough grading.
- B. Fine grading.

1.02 RELATED REQUIREMENTS

- A. Section 31 10 00 - Site Clearing.
- B. Section 31 23 16 - Excavation.
- C. Section 31 23 23 - Fill.

PART 3 EXECUTION

2.01 EXAMINATION

- A. Verify survey bench mark and intended elevations for grading areas are as indicated.
- B. Verify the absence of standing or ponding water.

2.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect above- and below-grade utilities to remain.
- D. Provide temporary means and methods to remove standing or ponding water from areas prior to grading.
- E. Protect site features to remain, including but not limited to bench marks, survey control points, and fences.
- F. Remove topsoil in accordance with Section 31 10 00.
- G. Excavate materials in accordance with Section 31 23 16.
- H. Fill and backfill in accordance with Section 31 23 23.

2.03 ROUGH GRADING

- A. Excavate and fill subgrade material to elevations indicated on plans.
- B. Remove and replace unsuitable materials as specified fill.
- C. See Section 31 23 16 for stockpiling procedures.

2.04 FINE GRADING

- A. Scrape and spread subgrade material uniformly smooth and without disruptions as indicated on drawings.
- B. Slopes: Transition smoothly to adjacent areas.
- C. See Section 31 23 23 for final compaction.

2.05 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Coordinate use of unused stockpiled subsoil with Owner. Grade stockpile area to prevent standing water.
- C. Leave site clean and raked, ready to receive work.

END OF SECTION

**SECTION 31 23 16
EXCAVATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavating for footings, paving, and site structures.
- B. Trenching for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Section 31 10 00 - Site Clearing: Vegetation and existing debris removal; topsoil removal.
- B. Section 31 22 00 - Grading: Grading.
- C. Section 31 23 23 - Fill: Fill materials, backfilling, and compacting.

PART 3 EXECUTION

2.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the work are as indicated.
- B. Survey existing adjacent structures and improvements and establish exact elevations at fixed points to act as benchmarks.

2.02 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 10 00 for clearing, grubbing, and topsoil removal.
- C. Locate, identify, and protect utilities that remain and protect from damage.
- D. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Protect site features to remain.

2.03 EXCAVATING

- A. Excavate to accommodate new structures and construction operations.
 - 1. Excavate to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work.
- B. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- C. Provide temporary means and methods, as required, to remove all water from excavations until directed by Engineer. Remove and replace soils deemed suitable by classification and which are excessively moist due to lack of dewatering or surface water control.

END OF SECTION

SECTION 31 23 23
FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Filling, backfilling, and compacting for footings, paving, and site structures.
- B. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading: Site grading.
- B. Section 31 23 16 - Excavation: Removal and handling of soil to be re-used.
- C. Section 32 91 19 - Landscape Grading.

PART 3 EXECUTION

2.01 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the Work are as indicated.
- B. Identify required lines, levels, contours, and datum locations.
- C. Verify areas to be filled are not compromised with surface or ground water.

2.02 PREPARATION

- A. Scarify and proof roll subgrade surface to a depth of 6 inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

2.03 FILLING

- A. Fill to contours and elevations indicated using unfrozen materials.
- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Slope grade away from building. Make gradual grade changes. Blend slope into level areas.
- G. Correct areas that are over-excavated.
 - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 95 percent of maximum dry density.
- H. Compaction Density Unless Otherwise Specified or Indicated:
- I. Reshape and re-compact fills subjected to vehicular traffic.
- J. Maintain temporary means and methods, as required, to remove all water while fill is being placed as required, or until directed by the Engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.

2.04 FILL AT SPECIFIC LOCATIONS

- A. At Lawn Areas:
 - 1. Use general fill.
 - 2. Fill up to 6 inches below finish grade elevations.
 - 3. Compact to 95 percent of maximum dry density.
 - 4. See Section 32 91 19 for topsoil placement.

END OF SECTION

**SECTION 32 13 13
CONCRETE PAVING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete As indicated on Civil Drawings and Splash Pad Drawings in applicable areas.

1.02 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 20 00 - Concrete Reinforcing.
- C. Section 03 30 00 - Cast-in-Place Concrete.
- D. Section 03 35 33 - Stamped Concrete Finishing: Additional requirements for patterned surfaces.
- E. Section 31 23 23 - Fill: Compacted subbase for paving.

1.03 REFERENCE STANDARDS

- A. ACI SPEC-301 - Specifications for Concrete Construction; 2020.

PART 2 PRODUCTS

2.01 FORM MATERIALS

- A. Form Materials: As specified in Section 03 10 00, comply with ACI SPEC-301.

2.02 REINFORCEMENT

- A. Reinforcing Steel and Welded Wire Reinforcement: Types specified in Section 03 20 00.

2.03 CONCRETE MATERIALS

- A. Obtain cementitious materials from same source throughout.
- B. Concrete Materials: As specified in Section 03 30 00.

2.04 ACCESSORIES

2.05 CONCRETE MIX DESIGN

2.06 MIXING

END OF SECTION

SECTION 32 31 36
SECURITY GATES AND BARRIERS

PART 1 GENERAL

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fences and Barriers: As indicated on Civil Drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions:
 - 1. Verify location of existing utilities, grades and conditions of substrate.

END OF SECTION

**SECTION 32 92 23
SODDING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Fertilizing.
- C. Sod installation.
- D. Maintenance.

1.02 RELATED REQUIREMENTS

- A. Section 31 22 00 - Grading.
- B. Section 32 91 19 - Landscape Grading.

1.03 REFERENCE STANDARDS

- A. TPI (SPEC) - Guideline Specifications to Turfgrass Sodding; 2006.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sod: TPI (SPEC), Certified Turfgrass Sod quality; cultivated grass sod; type indicated in plant schedule on Drawings; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft. Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.
- C. Topsoil: Excavated from site and free of weeds.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this section.

3.02 PREPARATION

- A. Prepare subgrade in accordance with Section 31 22 00.
- B. Place topsoil at a minimum depth of 6 inches in areas of proposed sod as indicated on drawings.

3.03 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately after delivery to site to prevent deterioration.
- C. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Where sod is placed adjacent to hard surfaces, such as curbs, pavements, etc., place top elevation of sod 1/2 inch below top of hard surface.
- E. Water sodded areas immediately after installation. Continue watering sod until healthy turf is maintained. Saturate sod to 4 inches of soil.
- F. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.04 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Clean surrounding areas of construction debris.

Wesselman Park Playground

Restroom

Evansville , Indiana

Project No. 04089.1.004

3.05 MAINTENANCE

- A. See Section 01 70 00 - Execution and Closeout Requirements, for additional requirements relating to maintenance service.

END OF SECTION

**SECTION 33 01 10.58
DISINFECTION OF WATER UTILITY PIPING SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Disinfection of site domestic water lines and site fire water lines specified in Section 33 14 16.

1.02 RELATED REQUIREMENTS

- A. Section 33 14 16 - Site Water Utility Distribution Piping.

1.03 REFERENCE STANDARDS

- A. AWWA C651 - Disinfecting Water Mains; 2023.

PART 3 EXECUTION

2.01 DISINFECTION

- A. Use method prescribed by the applicable state or local codes, or health authority or water purveyor having jurisdiction, or in the absence of any of these follow AWWA C651.
- B. Provide and attach equipment required to perform the work.
- C. Inject treatment disinfectant into piping system.
- D. Maintain disinfectant in system for 24 hours.
- E. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
- F. Replace permanent system devices removed for disinfection.

END OF SECTION

**SECTION 33 42 11
STORMWATER GRAVITY PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Stormwater drainage piping.
- B. Stormwater pipe accessories.

1.02 RELATED REQUIREMENTS

- A. Section 31 23 16 - Excavation: Excavating of trenches.
- B. Section 31 23 23 - Fill: Bedding and backfilling.

PART 2 PRODUCTS

2.01 STORMWATER PIPE MATERIALS

- A. Provide products _____ as indicated on drawings.

2.02 PIPE ACCESSORIES

- A. Fittings: Same material as pipe molded or formed to suit pipe size and end design, in required tee, bends, elbows, cleanouts, reducers, traps and other configurations required.

PART 3 EXECUTION

3.01 TRENCHING

- A. See Section 31 23 16 - Excavation and Section 31 23 23 - Fill for additional requirements.
- B. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.02 INSTALLATION

- A. Lay pipe to slope gradients as indicated on Civil drawings 1/8 inch 10 feet.
- B. Connect to building storm drainage system, foundation drainage system, and utility/municipal system.

3.03 PROTECTION

- A. Protect pipe and bedding cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

**SECTION 33 42 30
STORMWATER DRAINS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prefabricated drop inlets.
- B. Frames and grates.

1.02 RELATED REQUIREMENTS

- A. Section 31 23 16 - Excavation.
- B. Section 31 23 23 - Fill.
- C. Section 33 46 00 - Stormwater Management.

PART 2 PRODUCTS (NYLOPLAST YARD DRAIN WITH DOMED GRATE AS INDICATED ON CIVIL DRAWINGS OR APPROVED EQUIVALENT)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify items provided by other sections of work are properly sized and located.
- B. Verify built-in items are in proper location and ready for roughing into work.
- C. Verify excavation location and depth are correct.

3.02 EXCAVATION AND FILL

- A. Hand trim excavation for accurate placement to indicated elevations.
- B. Backfill with cover fill, tamp in place and compact, then complete backfilling.

3.03 INSTALLATION

- A. Establish elevations and rim elevations for yard drain as indicated in Civil drawings.

END OF SECTION