PROJECT #21.03



333 S. 4TH STREET COOS BAY, OR 97420 P: 541.269.1166 general@hge1.com www.hge1.com

## **PROJECT MANUAL**

FOR

# COQUILLE HIGH SCHOOL CTE / SHOP RENOVATION

499 W. CENTRAL BLVD. COQUILLE, OREGON

FOR

## **COQUILLE SCHOOL DISTRICT #8**



**MARCH 2023** 

### SECTION 00-0101 PROJECT TITLE PAGE

## **HIGH SCHOOL CTE / SHOP RENOVATION**

## **COQUILLE SCHOOL DISTRICT #8**

## COQUILLE, OREGON

**MARCH 2023** 

## HGE ARCHITECTS, INC.

## **333 SOUTH 4TH STREET**

COOS BAY, OREGON 97420

(541) 269-1166

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### ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for **Coquille School District - High School CTE / Shop Renovation** project, will be received by the Coquille School District no later than the bid closing time of **2:00 P.M., Thursday, April 20, 2023**.

Bids shall be submitted to Coquille School District by mail/hand delivery: District Office - 970 N. Central Blvd., Coquille, OR 97423. Bids shall be identified as: BID for High School CTE / Shop Renovation Project. Bids will be publicly opened and read aloud immediately following the bid closing time at 2:00 P.M in the District Board Room.

Work on this Project consists of the remodeling of a portion of the Lower Floor of Coquille High School for the conversion of the existing wood shop room to an Agricultural CTE (Career Technical Education) Room. Work also includes a remodeled expanded entry area to create two single user restrooms and a custodial room. The existing adjacent classroom will be expanded to provide a computer lab alcove. Exterior improvements include door and window replacement. No site improvements are scheduled except for some minor concrete walk replacement.

Contract Documents for this work, including Instructions to Bidders and Bid Form, may be examined at the Office of the Architect, HGE Architects, Inc., 333 South 4<sup>th</sup> Street, Coos Bay, Oregon, phone: 541- 269-1166, email: general@hge1.com, and at the following locations: Coquille School District, various Plan Centers, and on the HGE website at http://www.hge1.com/bidding-area/. General Contractors are encouraged to contact HGE ARCHITECTS, INC., by phone or email and register their interest in submitting a bid and to be included in the plan holders' list.

One set of large format drawings, specifications and contract documents may be obtained by prime bidders from HGE ARCHITECTS, INC., upon refundable deposit of \$50.

A Non-Mandatory pre-bid meeting and walk-through will be held at the job site on Friday, April 7, 2023, at 11:00 a.m. Contractors shall meet at the project site at the High School Front Office, 499 W Central Blvd, Coquille, Oregon. Contractors and subcontractors are encouraged to attend.

The Owner reserves the right to reject any and all bids, and to waive any technicalities or informalities in connection therewith. No bidder may withdraw his bid after the hour set for the opening thereof until the lapse of thirty (30) days from the bid opening.

By: Wayne Gallagher, Superintendent Coquille School District

Published: Daily Journal of Commerce Portland, Oregon Date: March 29, 2023

*The World Newspaper* Coos Bay, Oregon Date: March 31, 2023 *The Coquille Valley Sentinal* Coquille, Oregon Date: March 29, 2023

### SECTION 00-2113 INSTRUCTIONS TO BIDDERS

### SUMMARY

## 1.01 SEE AIA DOCUMENT A701 (2018 EDITION), INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT .

### 1.02 RELATED DOCUMENTS

- A. Document 00-1113 Advertisement for Bidders
- B. AIA Document A701 2018 INSTRUCTIONS TO BIDDERS
- C. Document 00-2210 Supplementary Instructions To Bidders
- D. Document 00-4100 Bid Form

### INVITATION

### 2.01 BID SUBMISSION

- A. Refer to Advertisement for Bids for information regarding bid closing and delivery location.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. A two-hour period shall follow in which all bidders shall submit a Subcontractor Disclosure Form, identifying any first-tier subcontractor that will be furnishing labor or labor and materials on the Contract. Refer to Disclosure Form, Instructions to Bidders, and supplements within the Contract Documents.
- D. Offers will be opened publicly immediately after the time for receipt of bids. Refer to Advertisement for Bids for detail regarding location.

### **BID DOCUMENTS AND CONTRACT DOCUMENTS**

### 3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Advertisement for Bids, Instructions to Bidders, Bid Form, Supplements To Bid Forms and Appendices and Bid securities identified.
- B. Contract Documents: Defined in Project Manual including issued Addenda.

### 3.02 AVAILABILITY

- A. Bid Documents may be obtained at the office of Architect which is located at 333 South 4th Street, Coos Bay, Oregon, 97420. Phone: 541-269-1166, fax 541-269-1833.
- B. One set of Bid Documents can be obtained by general contract bidders free of charge upon receipt of a refundable deposit, by cash or check, in the amount of \$50.00 for one set.

- C. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, no later than bid opening date. Failure to comply will result in forfeiture of deposit.
- D. Architect's website document access:
  - 1. PDF digital copies of these documents are also available to Bidders via Archtiect's website at www.hge1.com/open-to-bid.
- E. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

### 3.03 EXAMINATION

- A. Bid Documents may be viewed at the Architect's office; HGE Architects Inc., and various plan centers.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

### 3.04 INQUIRIES/ADDENDA

- A. Direct questions to Architect, telephone 1-541-269-1166, email general@hge1.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount. Addendums will be prepared and distributed by the Architect.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

### 3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. Submit substitution requests by completing the form in Section 00-4000 Procurement Forms and Supplements (during bidding phase).
- C. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.

### SITE ASSESSMENT

### 4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid. Refer to Article 2 Bidder's Representations, AIA Document A701 Instructions to Bidders.
- B. A pre-bid conference and project job walk will be held. Refer to the Advertisement for Bids for more information

### QUALIFICATIONS

### 5.01 BIDDER'S QUALIFICATIONS

- A. Successful bidder must be registered with the Construction Contractor's Board as required by ORS 701.035 to 701.055.
- B. Successful bidder must demonstrate the bidder's responsibility under ORS 279C.375 (3)(b).
- C. Bidder is required to be licensed for asbestos abatement under ORS 468A.720.

### **BID SUBMISSION**

### 6.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. An abstract summary of submitted bids will be made available to all bidders following bid opening.

### **BID ENCLOSURES/REQUIREMENTS**

### 7.01 BID FORM REQUIREMENTS

A. This contract is for public work and is subject ORS 279C.800 to 279C.870 regarding prevailing wage rates. Bids must be fully completed in the manner provided in the Instructions to Bidders upon the official bid form provided within the Project Manual, and accompanied by a certified check or a bid bond executed in favor of the Owner in an amount not less than ten percent (10%) of the total amount of the bid per ORS 279C.385, to be forfeited as fixed and liquidated damages should the bidder fail or neglect to enter into a contract and provide suitable bond for the faithful performance of the work in the event the contract is awarded.

### **OFFER ACCEPTANCE/REJECTION**

### 8.01 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers and to waive any technicalities or informalities in connection therewith.
- B. Owner may reject any bid that does not comply with prescribed public contracting procedures and requirements, including the bidder's responsibility under ORS 279C.375 (3)(b).
- C. Owner may reject for good cause all bids upon finding that it is in the public interest to do so.
- D. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written letter of Contract Award.

### **END OF SECTION**

# AIA Document A701° – 2018

### Instructions to Bidders

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

21.03 Coquille School District - High School CTE / Shop Renovation Coquille, OR

The Project consists of the remodeling of a portion of the Lower Floor of Coquille High School for the conversion of the existing wood shop room to an Agricultural CTE (Career Technical Education) Room. Work also includes a remodeled expanded entry area to create two single user restrooms and a custodial room. The existing adjacent classroom will be expanded to provide a computer lab alcove. Exterior improvements include door and window replacement. No site improvements are scheduled except for some minor concrete walk replacement.

### THE OWNER:

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

Coquille School District No. 8 970 N. Central Coquille, Oregon 97423 Telephone Number: 541.396.2181

### THE ARCHITECT:

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

HGE ARCHITECTS, Inc. 333 South 4th Street Coos Bay, OR 97420 Telephone Number: 541.269.1166 Fax Number: 541.269.1833

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- 2 **BIDDER'S REPRESENTATIONS**
- 3 **BIDDING DOCUMENTS**
- 4 **BIDDING PROCEDURES**
- 5 CONSIDERATION OF BIDS
- POST-BID INFORMATION 6
- 7 PERFORMANCE BOND AND PAYMENT BOND

#### 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

### ADDITIONS AND DELETIONS:

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

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

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

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

#### ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

#### ARTICLE 2 **BIDDER'S REPRESENTATIONS**

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

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

#### ARTICLE 3 **BIDDING DOCUMENTS**

### § 3.1 Distribution

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

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

See Advertisement for Bids.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

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

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

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

### § 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Refer to Specification Section 00-2113 Instructions to Bidders

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

### § 3.3 Substitutions

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

### § 3.3.2 Substitution Process

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

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

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

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

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

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

### § 3.4 Addenda

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

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

Addenda will be issued by email to all listed on the Plan Holder's list.

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

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

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

### ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security: (Insert the form and amount of bid security.)

Refer to Specification Section 00-2113 Instruction to Bidders.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 30 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below: (Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Refer to Specification Section 00-2113 Instructions to Bidders.

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

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

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

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

### § 4.4 Modification or Withdrawal of Bid

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

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

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

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

Bid security shall be retained until the Owner has awarded the contract or rejected all Bids.

#### CONSIDERATION OF BIDS ARTICLE 5

§ 5.1 Opening of Bids

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

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### § 5.2 Rejection of Bids

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

### § 5.3 Acceptance of Bid (Award)

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

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

### ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

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

### § 6.2 Owner's Financial Capability

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

### § 6.3 Submittals

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

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

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

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

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

### ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

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

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

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

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

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

### § 7.2 Time of Delivery and Form of Bonds

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

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

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

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

#### **ARTICLE 8** ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

- .1 AIA Document A101<sup>TM</sup>-2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101<sup>TM</sup>–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203-2013.)
- .5 Drawings

### (Table deleted)

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		Refer to Drawings dated March 2023 for complete Sheet Index.				
	.6	Specific	ations			
(Table de	<ul> <li>deleted)</li> <li>Refer to Project Manual dated March 2023 Section 00-0110 Table of Contents for complete list of Specifications.</li> <li>.7 Addenda:</li> </ul>					
		Number		Date	Pages	
	.8	Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.) [ N/A ] AIA Document E204 <sup>TM</sup> –2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017.)				
			N/A			
		[N/A]	The Sustainability Plan:			
		Title		Date	Pages	
		[]	Supplementary and other Con	ditions of the Contract:		
		Docume	nt	Title	Date	Pages

Other documents listed below: .9 (List here any additional documents that are intended to form part of the Proposed Contract Documents.)

### SECTION 00-2210 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### GENERAL

- 1.01 THE FOLLOWING SUPPLEMENTS SHALL MODIFY, CHANGE, DELETE FROM OR ADD TO THE AIA DOCUMENT A701-2018 INSTRUCTIONS TO BIDDERS. WHERE ANY ARTICLE OF THE INSTRUCTIONS TO BIDDERS IS MODIFIED OR ANY PARAGRAPH, SUBPARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH, SUBPARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT.
  - A. Article 1 Definitions add to as follows:
    - 1. The word Owner is Coquille School District.
    - 2. The word Architect is HGE Architects, Inc.
  - B. Article 2 Bidders Representations Subparagraph 2.1.3, add the following: If a pre-bid walkthrough is held, contractors and sub-contractor attendees are encouraged to familiarize themselves with the bidding and contract documents prior to the walkthrough.
  - C. Article 3 Bidding Documents Subparagraph 3.1.1, add the following:
    - 1. One set of drawings, specifications and contract documents may be obtained by prime bidders from HGE, INC., upon refundable deposit of amount indicated on the advertisement for bids. Deposit made will be refunded upon return of the complete documents obtained upon return thereof in good condition within seven (7) days after opening of bids. Non-bidders deposit will be refunded if documents are returned in good condition no later than bid opening date. PDF digital copies of these documents are also available to Bidders via HGE INC.'s website. General Contractors are encouraged to contact HGE INC. office by phone or email, and register their interest in submitting a bid and to be included on the architect's plan holders list. Addendums and other critical information will be forwarded to all persons on the architect's plan holders list.
  - D. Article 4 Bidding Procedure Subparagraph 4.1.1, add the following:
    - 1. One copy of the Bid Form and other required bidding documents shall be submitted with all blank spaces in the form fully filled.
    - 2. PREPARATION OF FIRST-TIER SUBCONTRACTOR DISCLOSURE
      - a. Per ORS 279C.370 the Bidder shall submit First-Tier Subcontractor Disclosure Form not later than 2 hours following the Bid Closing, or the bid will be rejected.
      - b. To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor and supplier as follows:
        - 1) Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
        - 2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e., subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to: (i) 5% of that lowest contract price, but at least \$15,000, or (ii) \$350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination (e.g., if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

- 3) Submission. A Bidder shall submit the disclosure form required by this rule within two (2) working hours of Bid Closing in the manner specified by the ITB.
- 4) Responsiveness. Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.
- 5) Substitution. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. Agencies do not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions. However, Agencies are not precluded from making related inquiries or investigating complaints in order to enforce Contract provisions that require compliance generally with laws, rules and regulations.
- 6) Effective Date. This rule shall apply to Public Improvement Contract first advertised on or after August 1, 2003. The above instructions have been amended to include modifications approved by the 2005 legislature.
- 7) Article 4 Bidding Procedure Subparagraph 4.2.2, add the following:
- E. Bid security in the form of Bid Bond issued by a Bonding Company acceptable to the Owner, cashier's check or certified check in an amount equal to 10% of the total bid, made payable to the Owner shall be required.

### 1.02 ARTICLE 4 BIDDING PROCEDURE SUBPARAGRAPH 4.2.3, ADD THE FOLLOWING:

A. All Bidders will leave their bids open for a period of thirty (30) days after the date of bid opening. No bid may be withdrawn during such period of time. Owner may accept any Bid in accordance with the Instructions to Bidders within such thirty (30) day period.

### 1.03 ARTICLE 5 CONSIDERATION OF BIDS ADD SUBPARAGRAPH 5.3.3:

- A. If the Contractor is to be awarded, Owner will provide written Notice of Intent to Award to all Bidders of the Owner's intent to award the Contract. Owner's award shall not be final until the later of the following:
  - 1. Five (5) days after the date of the Notice of Intent; or
  - 2. The Owner provides a written response to all timely-filed protests that denies the protest and affirms the award.

### 1.04 ARTICLE 5 CONSIDERATION OF BIDS ADD SUBPARAGRAPH 5.3.4:

A. Goods or services manufactured or produced in the State of Oregon to receive preference, all factors being equal.

### 1.05 ARTICLE 6 POST BID INFORMATION DELETE SUBPARAGRAPH 6.1:

A. Contractor's Qualification Statement.

## 1.06 ARTICLE 7 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND SUBPARAGRAPH 7.2.2:

A. A Performance Bond and Labor and Material Payment Bond shall be required. Contractor shall provide separate Performance Bond and Labor and Material Payment Bond made payable to the Owner issued by a Corporation legally licensed to transact business in the State of Oregon. Corporation issuing such a bond must comply with applicable Oregon Statutes for public work and be satisfactory to the Owner. The bonds are to be in the amount of 100% of the contract sum to assure the Owner of full and prompt performance of the Contract.

## 1.07 ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR SUBPARAGRAPH 8.1.1 ADD THE FOLLOWING:

A. The Contractor shall within ten (10) days after notification in writing of the Owner's Notice to award a Contract, execute and return to the Owner the Form of Agreement, the Bonds and all applicable Certificates of Insurance.

### **END OF SECTION**

### SECTION 00-4000 PROCUREMENT FORMS AND SUPPLEMENTS

### PART 1 GENERAL

### 1.01 FORMS

A. Substitution Request Form (During Bid Phase): Use attached form or its equivalent.

### PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

### **END OF SECTION**



333 S. 4TH STREET COOS BAY, OREGON 97420 P: 541.269.1166 www.hgel.com

## SUBSTITUTION REQUEST

(During the Bidding Phase)

Project:		Substitution Request Number: From:		
		A/E Project Number:		
Re:		Contract For:		
Specification Title:		Description:		
Section:	Page:	Article/Paragraph:		
Proposed Substitution:				
Trade Name:	Address:	Phone: Model No.:		
Attached data includes p	product description, specif	fications, drawings, photographs, and performance and test data		
Attached data also inclu	des a description of chan	ges to the Contract Documents that the proposed substitution will		
require for its proper insta	llation.			
<ul> <li>Proposed substitution specified product.</li> <li>Same warranty will be Same maintenance set Proposed substitution</li> <li>Proposed substitution</li> <li>Payment will be made caused by the substitution</li> </ul>	has been fully investige e furnished for proposed s service and source of repl will have no adverse effe does not affect dimensio de for changes to building rution.	ated and determined to be equal or superior in all respects to substitution as for specified product. lacement parts, as applicable, is available. act on other trades and will not affect or delay progress schedule. ons and functional clearances. g design, including A/E design, detailing, and construction costs		
Submitted by: Signed by: Firm: Address:				
Telephone:				
A/E's REVIEW AND ACTIO	Ν			
<ul> <li>Substitution approved Paragraph 3.3 Substitution approved Paragraph 3.3 Substitution</li> <li>Substitution rejected -</li> <li>Substitution Request responses</li> </ul>	- Make submittals in acco itions. as noted - Make submitto itions. Use specified materials. eceived too late - Use spe	ordance with AIA Form 701-2018 Instructions to Bidders, als in accordance with AIA Form 701-2018 Instructions to Bidders, cified materials.		
Signed by:		Date:		

_	
	Samples

Tests

Reports

### SECTION 00-4100 BID FORM

### THE PROJECT AND THE PARTIES

1.01 TO:

Owner: COQUILLE SCHOOL DISTRICT #8

970 N. Central

Coquille, Oregon 97423

- 1.02 FOR: HIGH SCHOOL CTE / SHOP RENOVATION
- 1.03 DATE: \_\_\_\_\_\_ (BIDDER TO ENTER DATE)
- 1.04 SUBMITTED BY:

NAME OF FIRM (PLEASE PRINT): \_\_\_\_\_

### 1.05 GENERAL

- A. The Bidder declares that they have carefully examined the Contract Documents for the construction of the proposed improvements; that the Bidder has personally inspected the contemplated construction area, that the Bidder has satisfied themselves as to the quantities of materials, items of equipment, possible difficulties, and conditions of work involved.
- B. By signing this Proposal, the Bidder certifies that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this Contract, are understood by the Bidder, and will be complied with during the Work.
- C. The bidder further declares that they are registered with the Construction Contractor's Board as required by ORS 701.35 to 701.55, and possess such additional licenses and certifications as required by law for the performance of the work proposed herein.
- D. The subcontractor(s) performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractor(s) commence work under the Contract.
- E. Pursuant to ORS 279A.120, Bidder hereby certifies the Bidder \_\_\_\_\_is / \_\_\_\_is not (check one) a Resident Bidder as defined by ORS 279.029.
- F. Bidder certifies that the provisions required by ORS 279C.836, unless exempt under Sections (4), (7), (8), or (9), before starting work on this Contract, or any subcontract hereunder, Contractor and all subcontractors shall have on Ifile with the Construction Contractor's Board a public works bond with corporate surety authorized to do business in the State of Oregon in the amount of \$30,000.

G. The Bidder agrees that if this Proposal is accepted, the Bidder will, within ten (10) calendar days after receiving contract forms, execute the Agreement between Owner and Contractor as specified, and deliver to the Owner the Performance and Labor and Payment Bonds required herein.

### 1.06 BIDS:

- A. The undersigned bidder, in submitting his bid, authorizes the Owner to evaluate the bid and make a single award per Bid Schedule, on the basis of the bid.
- B. After having examined all of the contract documents as prepared by HGE Architects, Inc., we do hereby propose to furnish labor and materials to complete the work required by said documents for the following fixed sum (*fill in lump sum amount for each bid unit, in written words in space provided, and in numerals within parenthesis*):

### C. **BASIC BID:**

		Dollars
and _	Cents (\$	_) complete.
Bidde	er further agrees to be bound by the entire Contract Documents, inclu Issued Addenda General Conditions - AIA 201 and Supplementary Conditions Contract for Construction: Owner-Contractor Agreement - AIA 101 Performance and Payment Bonds Specifications Details/Drawings Issued Change Orders, Construction Change Directives, and Archite Instructions	ding: ect's Supplemental

### 1.07 BID SECURITY

A. Bid security in the form of a certified check of Bid Bond in the amount of 10% of the bid amount is enclosed per ORS 279C.385. The undersigned agrees that Bid Security will be left in escrow with the Owner and that the amount thereof is the measure of liquidated damages which Owner will sustain by failure of the undersigned to deliver and execute the Contract or provide Performance and Payment Bonds and may become the property of the Owner at Owner's option. If this bid is not accepted within thirty (30) days of the time set for the opening of bids or if the undersigned executes and timely delivers said contract and the Performance and Payment Bonds, the Bid Security will be returned.

### 1.08 COMPLETION DATE AND LIQUIDATED DAMAGES

A. It is understood that time is of the essence in the execution of this Contract in order to avoid undue hardship upon the Owner. It is the desire of the Owner to issue a Notice to Proceed upon successful review of the lower qualified bidder and have the project completed prior to school commencing in Fall of 2023 (Sept. 1).

- B. The Undersigned agrees that he will have the work Substantially Complete on or before \_\_\_\_\_\_ calendar days after Notice to Proceed (*Contractor to fill in number of days he/she will require to perform the Work and this will be the agreed upon construction time period*).
- C. The Contractor agrees that said Work shall be prosecuted regularly, diligently, at such rate of progress as will insure Substantial Completion thereof within the time specified. It is expressly understood and agreed, by the Contractor and the Owner, that the time for the completion of the Work described herein is reasonable taking into consideration the average climatic range and ususal industrial conditions prevailing in this locality.
- D. If said contractor shall neglect, fail or refuse to coordinate the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the sum of **THREE HUNDRED DOLLARS (\$300)**, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for substantial completion of the work.

### 1.09 OWNER RIGHTS

A. The Owner reserves the right to reject any or all bids and to waive all informalities.

### 1.10 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. A	ddendum #		Dated		•
------	-----------	--	-------	--	---

- 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
- 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
- 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
- 5. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

### 1.11 BIDDER DATA AND SIGNATURE(S)

- A. Name of Firm (please print):\_\_\_\_\_
- B. Mailing Address:\_\_\_\_\_
- C. Physical Address (if different):
- D. Construction Contractor Board Registration Number:\_\_\_\_\_

- E. Telephone Number:\_\_\_\_\_
- F. Fax Number:\_\_\_\_\_
- G. Email Address:\_\_\_\_\_

H. Signature (if bid is by a partnership, one of the partners must sign):

I. Name and Official Capacity of Signatory (please print):

- J. If Corporation, Attest (Secretary of Corporation):
- K. SEAL (if Corporation):

END OF BID FORM

### FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME: 21.03 Coquille School District - High School CTE / Shop Renovation

BID #:\_\_\_\_\_

BID CLOSING: Date: \_\_\_\_\_Time:\_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name):

Contact name:

Phone no.: ( )

**ORS 279C.370 First-tier subcontractor disclosure.** (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

- (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (c) This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than \$100,000.
- (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

WH-179 (08-10-10)

- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
  (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.
### SECTION 00-7200 GENERAL CONDITIONS

### FORM OF GENERAL CONDITIONS

# 1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE:

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

### RELATED REQUIREMENTS

2.01 SECTION 00-7300 - SUPPLEMENTARY CONDITIONS.

### SUPPLEMENTARY CONDITIONS

3.01 REFER TO DOCUMENT 00-7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION

## **BLANK PAGE**



## General Conditions of the Contract for Construction

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

21.03 Coquille School District - High School CTE / Shop Renovation Coquille, OR

### THE OWNER:

(Name, legal status and address)

Coquille School District No. 8 970 N Central Coquille, Oregon 97423

THE ARCHITECT: (Name, legal status and address)

HGE ARCHITECTS, Inc. 333 South 4th Street Coos Bay, OR 97420

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- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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- 8 TIME
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#### ADDITIONS AND DELETIONS:

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

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

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

Init. 1

#### TERMINATION OR SUSPENSION OF THE CONTRACT 14

#### CLAIMS AND DISPUTES 15

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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.

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

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

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

#### § 1.3 Capitalization

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

#### § 1.4 Interpretation

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

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

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

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

### § 1.6 Notice

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

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

#### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202<sup>TM</sup>–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### ARTICLE 2 OWNER

#### § 2.1 General

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

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

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

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

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

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

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

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

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

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

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§ 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.

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§ 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.

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

### § 3.5 Warranty

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

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

#### § 3.6 Taxes

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

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

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

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

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

#### § 3.7.4 Concealed or Unknown Conditions

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

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#### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all .1 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 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

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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

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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

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§ 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

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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.

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#### § 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.

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§ 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.

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#### 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

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

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to .1 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.

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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.

#### CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS ARTICLE 6 § 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.

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§ 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:

- The change in the Work; .1
- .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;
- Unit prices stated in the Contract Documents or subsequently agreed upon; .2
- .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:

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- .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;
- Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor .3 or others:
- Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly .4 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

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§ 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.

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§ 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

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§ 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.

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§ 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;
- failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials .3 or equipment;

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- .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

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§ 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.

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#### § 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.

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§ 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.

#### PROTECTION OF PERSONS AND PROPERTY **ARTICLE 10**

#### § 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

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- .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

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§ 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

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

### § 10.4 Emergencies

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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

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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

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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.

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§ 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.

§ 12.2.3 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

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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.

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

#### § 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.

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§ 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

- that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause .1 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

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§ 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

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

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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.

#### 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.

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#### § 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

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, .1 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

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§ 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.

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§ 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.

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#### § 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.

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# SECTION 00-7300 SUPPLEMENTARY CONDITIONS

# PART 1 GENERAL

#### 1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions, AIA Document A201-2017 General Conditions of the Contract for Construction defined in Document 00 7200 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

# 1.02 MODIFICATIONS TO GENERAL CONDITIONS

- A. ARTICLE 1. GENERAL PROVISIONS
  - 1. 1.1.1: Revise the first sentance as set forth below:
    - a. The Contract Documents consist of the Conditions of the Contract (General, Supplementary and other Conditions), Contract Forms as bound or referenced, the Drawings, the Specifications, the Details, all Addenda issued prior to execution of the contract and all modifications issued after execution of the Contract.
  - 2. 1.2 CORRELATIONS AND INTENT OF THE CONTRACT CODUCMENTS
    - a. 1.2.1 Add the following:
      - If work is required in a manner to make it impossible to produce first class work, or should discrepancies appear among contract documents, request interpretation before proceeding with work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner.
    - b. 1.2.3: Add the following:
      - 1) Reference to technical society, organization, or body is made in specifications in accordance with the following abbreviations:
        - a) ACI American Concrete Institute
        - b) AIA American Institute of Architects
        - c) AIEE American Institute of Electrical Engineers
        - d) AISC American Institute of Steel Construction
        - e) ASA American Standard Association
        - f) APA American Plywood Association
        - g) ASTM American Society of Testing Materials
        - h) ASME American Society of Mechanical Engineers
        - i) AWI Architectural Woodwork Institute
        - j) AWSC American Welding Society Code
        - k) CS Commercial Standard
        - I) FS Federal Specifications
        - m) IBC International Building Code
        - n) MIL Military Specifications
        - o) NBFU National Board of Fire Underwriters
        - p) NBSNational Board of Standards
        - q) NECNational Electric Code
        - r) NEMA National Electrical Manufacturer's Assn.
        - s) NFPA National Fire Protection Association

- t) OSHA Occupational Safety and Health Act
- u) UBCUniform Building Code
- v) UL Underwriters Laboratory
- w) WCLIB West Coast Lumber Inspection Bureau
- B. ARTICLE 2 OWNER
  - 1. 2.1.1 Add the following:
    - a. The Owner is defined as Coquille School District.
  - 2. 2.3.6 Substitute the following:
    - a. The Owner through the Architect will furnish to the Contractor Six (6) complete sets of drawings and specifications without charge for use on project. These include sets submitted to Agency having jurisdiction for plans review and building permit. Additional copies may be purchased by Contractor at cost of reproduction.
- C. ARTICLE 3 CONTRACTOR

# 1. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- a. 3.3.1 Add the following:
  - The Contractor will supervise and direct the work and will review with all subcontractors methods and materials to be used to verify their compliance with all safety standards and laws and be responsible for compliance with same, to insure safe, hazard free conditions for all persons visiting or working on the entire project.
- 2. 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS
  - a. 3.7.1 Add:
    - 1) The Owner shall pay for the Building Permit Plan Review and Building Permit fees only. The Contractor shall pay all other permit and plan review fees related to his work and his subcontractors, i.e., plumbing, mechanical and electrical. Owner shall pay any system development fees required.
- 3. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
  - a. 3.12.5 Add the following:
    - 1) See Section 01-3000 Administrative Requirements for submittal information, requirements, and procedures.
- D. ARTICLE 4 ARCHITECT
  - 1. 4.1.1 Add the following:
    - a. The Architect is defined as HGE Architects, Inc.
- E. ARTICLE 5 SUBCONTRACTORS
  - 1. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
    - a. 5.2.1 Add the following:
      - 1) The list of subcontractors shall be submitted no later than five (5) days after the bid opening.
- F. ARTICLE 7 CHANGES IN THE WORK
  - 1. 7.2 CHANGE ORDERS
    - a. 7.2.2 Add the following:
      - The cost to the Owner resulting from extra work shall be determined by an agreed price which shall include a percentage for overhead and profit as listed below; or shall be the actual cost of the additional direct labor, materials, and subcontract work involved, plus a percentage for overhead and profit as listed below.
        - a) The percentage shall not exceed 10% to cover both profit and overhead.
      - 2) The credit to the Owner resulting from a deduction of work shall be determined by an agreed price, or the actual cost of direct labor, materials, and subcontract work involved.

- 3) Cost and credits shall be submitted by the Contractor to the Architect in a complete breakdown form, showing cost, overhead and profit.
- 4) Cost shall be limited to the following: Cost of products, including taxes and cost of delivery; cost of labor, including social security, old age, and unemployment insurance, and fringe benefits under collective bargaining agreements; Workmen's Compensation Insurance; bond premiums; and rental value of power tools and equipment. Overhead shall include the following: Supervision, superintendence, wages of time keepers, watchmen, and clerks, hand tools, incidentals, general office expense, and all other proven expenses not included in "cost".
- G. ARTICLE 8 TIME

# 1. 8.2 PROGRESS AND COMPLETION

- a. 8.2.4 Add the following:
  - 1) The Contractor agrees:
    - a) To proceed upon receipt of the executed Contract and the Notice to Proceed.
    - b) It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning and the time for completion of each phase of the work to be done are ESSENTIAL CONDITIONS of this contract.
  - 2) The Contractor agrees that said work shall be prosecuted regularly, diligently, at such rate of progress as will insure substantial completion thereof within the time specified. It is expressly understood and agree, by and between the Contractor and the Owner that the time for the completion of the work described herein is reasonable taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
  - 3) If said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the sum of THREE HUNDRED DOLLARS (\$300), not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for substantial completion of the work.
    - a) The said amount is fixed and agreed upon by; and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

# H. ARTICLE 9 PAYMENTS AND COMPLETION

- 1. APPLICATIONS FOR PAYMENT
  - a. 9.3.1 Add the following:
    - Payment request form shall be submitted on AIA G702 Application for Payment supplimented with AIA G703 Continuation Sheet. Forms will be furnished by Architect if requested by Contractor. Contractor may use their own spreadsheet type format, however line items must exactly match AIA line items.
- 2. PROGRESS PAYMENTS
  - a. 9.6.1 Amend as follows:
    - After the Architect has issued a certificate for payment the Owner will pay the Contractor ninety-five (95%) percent of the value of material and labor worked into the building or stored on the site before the first day of the month less the aggregate of previous payments.

- 2) Payment will be made on or before the fifteenth (15th) day of the month following the date of the application for payment.
- 3) Upon Substantial Completion of the contract the sum sufficient to increase total payment to ninety-five (95%) percent of the contract amount is due. Thirty (30) days thereafter, provided the work then be fully completed and accepted by the Architect, balance under the contract is due.

# I. ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

- 1. 10.2 SAFETY OF PERSONS AND PROPERTY
  - a. 10.2.2 Add the following:
    - Contractors shall comply with all provisions of OAR 437 Division 155 (Hazard Communication). Contractor shall provide Owner, through the Architect, a copy of MSDS (Material Safety Data Sheets) for all chemicals brought onto the site, and shall maintain an inventory on the job site of such chemicals. Such inventory shall be accessible to those who desire access.

# J. ARTICLE 11 INSURANCE AND BONDS

- 1. 11.1 CONTRACTOR'S INSURANCE AND BONDS
  - a. 11.1.1 Add the following:
    - 1) The CONTRACTOR agrees that it will, at all times during the term of the Contract, keep in force a Commercial General Liability insurance policy (policies) with limits of liability provided therein of at least \$2,000,000 single-limit per occurrence and an aggregate of \$4,000,000.
    - 2) CONTRACTOR shall provide Workers' Compensation benefits for persons performing work under this contract in accordance with applicable state and federal laws.
    - 3) CONTRACTOR shall provide Automobile Liability insurance covering all owned, non-owned, and hired vehicles used in connection with the work as specified in the contract, in an amount not less than \$2,000,000 combined single-limit per occurrence for bodily injury and property damage.
    - 4) CONTRACTOR shall purchase Umbrella Liability Coverage, or Excess Liability Coverage, in an amount not less than \$2,000,000. (This would be the acceptable alternative if the Contractor does not meet the \$2M/\$4M limits. An Umbrella will supplement the deficiency in limits.)
    - 5) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals that most nearly reflect the operations of the Contractor.
    - 6) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Oregon.
    - 7) The Contractor will either (1) require each of his subcontractors to procure and maintain during the life of his subcontract, subcontractor's comprehensive general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in this subparagraph; or (2) insure the activity of his subcontractors.
    - 8) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- 2. 11.1.2 Substitute the following:
  - a. The Contractor shall furnish a Performance Bond in an amount equal to one hundred (100%) percent of the contract sum as security for the faithful performance of this contract and also a Labor and Material Payment Bond in an amount not less than one hundred (100%) percent of the contract sum as security for the payment of all persons performing labor on the project under this contract. Bond shall be written by a company licensed in the State of Oregon and satisfactory to the Owner.

- 3. 11.2.1 Add the following:
  - a. The Contractor is advised that the Owner will furnish "Builder's Risk" Insurance and the Contractor is not required to obtain this insurance, insuring the Owner, for this project.
- K. ARTICLE 13 MISCELLANEOUS PROVISIONS
  - 1. 13.1 GOVERNING LAW, Add the following:
    - a. General Contractor and each subcontractor to comply with all Federal, State laws pertaining to Social Security, Unemployment Insurance, Tax Regulations. Make prompt payment to designated agencies.
    - b. Contractor agrees to abide by all Federal and State regulations pertaining to the employment of minority and ethnic groups including all required affirmative action, and further agrees to hold owner harmless on account of all duties and responsibilities imposed on Contractor by the terms of any State or Federal Statute, regulation, or other governmental directive.
  - 2. 13.6 Add the following:
    - a. All labor subject to the provisions of ORS 279C.520 and 279C.830 which is performed under this contract shall be paid not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.
- L. ADD ARTICLE 16 SUPPLEMENTAL PUBLIC CONTRACTING STATUTES
  - 1. Contractor, subcontractor(s) and all persons doing or contracting to do any work shall comply with all provisions of Oregon Public Contracting Laws and regulations, as further specified below.
  - 2. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
    - a. ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime contractor by the public contracting agency; and
    - b. ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
    - c. ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
  - 3. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
  - 4. Contractor shall not permit any lien or claim to be filed or prosecuted against the public contracting agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
  - 5. A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
  - 6. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 7. Contractor shall demonstrate to the Public Contracting Agency that an employee drugtesting program is in place within ten (10) days of receiving a Notice of Award.

- 8. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the public contracting agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the public contracting agency is unable to determine the validity of any claim for labor or material furnished, the public contracting agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- 9. If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- 10. If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- 11. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, or all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 12. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055. Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
- 13. The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commence of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees be required to work.
- 14. The provisions of ORS 279C. 800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.

- 15. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under any applicable prevailing wage rate laws, unless the surety sooner cancels the bond. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
  - a. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under an exemption.
  - b. Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8) or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
- 16. Unless exempt, Contractor or contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the public contracting agency in writing, pursuant to ORS 279C.845.
  - a. If a contractor is required to file certified statements under ORS 279C.845, the public contracting agency shall retain twenty-five percent (25%) of any amount earned by the contractor on the public works project until the contractor has filed with the public agency certified statement as required by ORS.279C.845. The public contracting agency shall pay the contractor the amount retained within fourteen (14) days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The public contracting agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.
  - b. The contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within fourteen (14) days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the public agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.
- 17. All employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- 18. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- 19. The contract may be canceled at the election of public contracting agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- 20. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

- 21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
- 22. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies.
- 23. Contractor certifies that all subcontractors performing construction work under this contract will be licensed with the Construction Contractors Board or licensed by the state Landscaper Contractors Board in accordance with 701.035 to 701.055 before the subcontractors commence work under this contract.
- 24. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:
  - a. FEDERAL AGENCIES
    - 1) Agriculture, Department of
    - 2) Forest Service
    - 3) Soil Conservation Service
    - 4) Defense, Department of
    - 5) Army Corps of Engineers
    - 6) Environmental Protection Agency
    - 7) Interior, Department of
    - 8) Bureau of Sport Fisheries and Wildlife
    - 9) Bureau of Outdoor Recreation
    - 10) Bureau of Land Management
    - 11) Bureau of Indian Affairs
    - 12) Bureau of Reclamation
    - 13) Labor, Department of
    - 14) Occupational Safety and Health Administration
    - 15) Transportation, Department of
    - 16) Coast Guard
    - 17) Federal Highway Administration
  - b. STATE AGENCIES:
    - 1) Agriculture, Department of
    - 2) Environmental quality, Department of
    - 3) Fish and Wildlife, Department of
    - 4) Forestry, Department of
    - 5) Geology and Mineral Industries, Department of
    - 6) Human Resources, Department of
    - 7) Land Conservation and Development Commission
    - 8) Soil and Water Conservation Commission
    - 9) State Engineer
    - 10) State Land Board
    - 11) Water Resources Board
  - c. LOCAL AGENCIES:
    - 1) City Council
    - 2) County Court
    - 3) County Commissioners, Board of
    - 4) Port Districts
    - 5) Metropolitan Service Districts
    - 6) County Service Districts
    - 7) Sanitary Districts
    - 8) Water Districts
    - 9) Fire Protection Districts

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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# SECTION 00-7346 PREVAILING WAGE RATES

# PART 1 GENERAL

### 1.01 REQUIREMENTS

- A. The "Prevailing Wage Rates for Public Works Contracts in Oregon" dated January 1, 2023, including any issued corrections or amendments that follow are herein added to the Contract Documents by reference.
- B. BOLI Prevailing Wage Rate information is available upon request, or electronically at www.oregon.gov/boli.
- C. Work under this Contract will be subject to the provisions of ORS 279C.800 to 279C.870, relating to BOLI Prevailing Wage Rates in effect at the time the project was advertised for bids.
- D. Provisions described in this Section or in Exhibit A of the Public Contracting Code Requirement for Public Improvements Contracts over \$50,000, located at the end of the Supplemental General Conditions, will apply regardless of the price of any individual Contract, so long as the combined price of all Contracts award on the project is \$50,000 or more.
- E. If total Contract amount does not exceed \$50,000, Contractor is not required to pay prevailing wage rates.

### PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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#### SECTION 01-1000 SUMMARY

# PART 1 GENERAL

#### 1.01 PROJECT

- A. Project Name: 21.03 Coquille School District High School CTE Shop Renovation
- B. Owner's Name: Coquille School District.
- C. Architect's Name: HGE Architects, Inc.
- D. Work on this Project consists of the remodeling of a portion of the Lower Floor of Coquille High School for the conversion of the existing wood shop room to an Agricultural CTE (Career Technical Education) Room. Work also includes a remodeled expanded entry area to create two single user restrooms and a custodial room. The existing adjacent classroom will be expanded to provide a computer lab alcove. Exterior improvements include door and window replacement. No site improvements are scheduled except for some minor concrete walk replacement.

# 1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price.

# 1.03 WORK BY OWNER

- A. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.
  - 1. All electrical work in Classroom (AGR/MACH. CLASSROOM 103) including electrical panel upgrade and replacement. Contractor to coordinate with Owner's electrical forces. All other electrical work by Contractor.
  - 2. Painting in Classroom only (AGR/MACH. CLASSROOM 103). All other painting by Contractor.
  - 3. Flooring, including grinding/polishing/sealing concrete floor in Classroom (AGR/MACH. CLASSROOM 103). All other flooring and base by Contractor as scheduled.
  - 4. Overhead sectional replacement door in Classroom (AGR/MACH. CLASSROOM 103).
- B. Owner will also supply and install the following, Owner Furnished Owner Installed (OFOI) N.I.C. (Not in Contract) items.
  - 1. Items noted above.
  - 2. Server equipment.
  - 3. Movable cabinets, furnishings, small equipment, and other items as noted.
- C. Owner will supply the following for installation by Contractor OFCI (Owner Furnished Contractor Installed),
  - 1. Stainless steel custom commercial triple compartment sink with drainboards and integral shelving.

#### 1.04 OWNER OCCUPANCY

A. Owner intends to occupy the Project upon Substantial Completion.

- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

# 1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: unlimited within site.
  - 1. Locate and conduct construction activities in ways that will limit disturbance to site at areas outside area of improvements.
- 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. Time Restrictions:
  - 1. Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm..

# 1.06 WORK SEQUENCE

# PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

# END OF SECTION

# SECTION 01-3000 ADMINISTRATIVE REQUIREMENTS

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Requests for Information (RFI) procedures.
- H. Submittal procedures.

# 1.02 RELATED REQUIREMENTS

- A. Section 01-6000 Product Requirements: General product requirements.
- B. Section 01-7000 Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01-7800 Closeout Submittals: Project record documents.

# 1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01-7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

# PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

#### 3.01 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice of Award.

#### B. Attendance Required:

- 1. Owner.
- 2. Architect.
- 3. General Contractor, contractor's superintendent(s) and major subcontractors.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.

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- 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, Owner, Contractor, and Architect .
- 7. Designation of personnel representing the parties to Contract, Owner and Architect.
- 8. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- 9. Scheduling. Contractor to present and review schedule.
- 10. Submittals. Contractor shall present and review submittal log and schedule.
- D. Record minutes and distribute copies within three days after meeting to participants, with emailed electronic copies to Architect, Owner, participants, and those affected by decisions made.

# 3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum two-week intervals.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.
- C. 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. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Maintenance of quality and work standards.
  - 11. Effect of proposed changes on progress schedule and coordination.
  - 12. Other business relating to work.
- D. Record minutes and distribute copies within three days after meeting to participants, with emailed electronic copies to Architect, Owner, participants, and those affected by decisions made.

# 3.03 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. Submit updated schedule at each construction progress meeting.

# 3.04 REQUESTS FOR INFORMATION (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 the 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 the 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.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section 01-6000 Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- 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.
- G. Review Time: Architect will respond and return RFIs to Contractor within ten working 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.

# 3.05 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  - 5. 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.

# 3.06 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.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in the 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 01-7800 Closeout Submittals.

# 3.07 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 01-7800 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.

# 3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. 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.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

# END OF SECTION

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## SECTION 01-4000 QUALITY REQUIREMENTS

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. References and standards.
- B. Control of installation.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Defect Assessment.

# 1.02 REFERENCE STANDARDS

A. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2021.

# 1.03 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will 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.

#### 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 TESTING AND INSPECTION

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- B. 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.
- C. 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.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

# 3.03 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

# END OF SECTION

## SECTION 01-6000 PRODUCT REQUIREMENTS

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

# 1.02 RELATED REQUIREMENTS

- A. Document 00-2113 Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01-4000 Quality Requirements: Product quality monitoring.

#### 1.03 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.

# PART 2 PRODUCTS

# 2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

#### 2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

# 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

### 2.04 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 PROCEDURES

- A. Substitutions will be considered when a product, through no fault of the Contractor, becomes unavailable or unsuitable due to regulatory change.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution 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.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. 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.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

#### 3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

# 3.03 STORAGE AND PROTECTION

- A. 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.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. 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

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#### SECTION 01-7000 EXECUTION AND CLOSEOUT REQUIREMENTS

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition
- C. Cleaning and protection.
- D. Starting of systems and equipment.
- E. Demonstration and instruction of Owner personnel.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

# 1.02 RELATED REQUIREMENTS

- A. Section 01-1000 Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01-3000 Administrative Requirements: Submittals procedures.
- C. Section 01-4000 Quality Requirements: Testing and inspection procedures.
- D. Section 01-7800 Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- E. Section 02-4100 Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- F. Section 07-8400 Firestopping.

#### 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 01-3000 Administrative Requirements, for submittal procedures.
- B. 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.

# 1.05 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. 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 barriers between construction areas and areas continuing to be occupied by Owner.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

# 1.06 COORDINATION

- A. 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.
- B. Notify affected utility companies and comply with their requirements.
- C. 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.
- D. 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.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. 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 01-6000 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 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.

#### 3.04 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation only.
1. Verify that construction and utility arrangements are as indicated.

- 2. Report discrepancies to Architect before disturbing existing installation.
- 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to Plumbing, Electrical, Telecommunications, and Natural Gas): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 2. Verify that abandoned services serve only abandoned facilities.
  - 3. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

# 3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. 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.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07-8400, to full thickness of the penetrated element.
- J. 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. 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.
- G. Prohibit traffic from landscaped areas.
- H. 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. Notify Architect and Owner seven days prior to start-up of each item.
- C. 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.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

# 3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

# 3.10 ADJUSTING

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

# 3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. 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.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. 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.
- B. Accompany Contractor project manager 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. 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.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

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#### SECTION 01-7800 CLOSEOUT SUBMITTALS

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.
- D. Evidence of Payments and Release of Liens.

# 1.02 RELATED REQUIREMENTS

- A. Section 00-7200 General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01-3000 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01-7000 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. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. 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.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. 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.
- 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. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.
  - 3. Contractor to submit clean set of Drawings, transfering all changes that occurred during construction from the working job set of Drawings to a clean set of Drawings. Submit to Architect for review and approval.
    - a. Provide (1) hard copy, large format and (2) digital PDF versions.

#### 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.
- 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 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. 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.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

# 3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.

- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Operation and maintenance data.
    - c. Field quality control data.
    - d. Photocopies of warranties and bonds.
- L. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

# 3.06 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.
  - 1. General Warranties:
    - a. Provide one-year warranty as described in the General Conditions, Article 3.5. Warranty period shall commence on the date of the fully executed Certificate of Substantial Completion.
    - b. Weather-tight warranty: The Contractor shall, and hereby does, warranty flashings, roofing, and all other work which is a component part of the roofing to be weather-tight under ordinary wear and usage for a period of two years from and after Substaintial Completion of the building. This is an extension of the general one year warranty described above. Further, the Contractor shall warranty that it will make good without delay all defects of labor and materials without additional cost to the Owner.
  - 2. Additional Warranties: See individual technical specification sections for written warranties for specific projects of work.
  - 3. Warranty period shall begin upon Substantial Completion, or if a Certificate of Substantial Completion is not issued or if Work which is to be covered by warranty is not then complete, Warranty Period shall begin upon the date of Final Acceptance or on the date appearing on the final Certificate for Payment to the Contractor, whichever is earlier.

- 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.
  - 1. Label binder spine similar to cover.
- 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.

# 3.07 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Submit with Final Application for Payment the following:
  - 1. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.
  - 2. Contractor's Affidavit of Release of Liens: AIA G706A, with
    - a. Consent of Surety to Final Payment (AIA G707) with accompanying Power of Attorney.
    - b. Contractor's release or waivers of liens.
    - c. Separate releases or waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner.

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#### SECTION 02-4100 DEMOLITION

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Building demolition excluding removal of hazardous materials and toxic substances.
- B. Selective demolition of built site elements.
- C. Remove existing floor tile and other flooring on existing slab.
- D. Selective demolition of building elements for alteration purposes.
- E. Abandonment and removal of existing utilities and utility structures.

# 1.02 RELATED REQUIREMENTS

- A. Section 01-1000 Summary: Limitations on Contractor's use of site and premises.
- B. Section 01-1000 Summary: Sequencing and staging requirements.
- C. Section 01-1000 Summary: Description of items to be salvaged or removed for re-use by Contractor.

# PART 2 PRODUCTS -- NOT USED

#### PART 3 EXECUTION

#### 3.01 SCOPE

- A. Remove portions of existing buildings as noted.
- B. Within area of new construction, remove foundation walls and footings to a minimum of 2 feet below finished grade.
- C. Remove concrete slabs on grade as indicated on drawings.
- D. Remove other items indicated, for salvage and recycling.

#### 3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permit.

- 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.
- E. Refer to Demolition Drawings of all respective disiplines: Site/Civil, Architectural, Structural, Plumbing, Mechanical, and Electrical.
  - 1. Contractor to coordinate all trades, and demo as needed for all.

# 3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their 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. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

# 3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.

- C. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

# 3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

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#### SECTION 03-2000 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 03-3000 Cast-in-Place Concrete.
- B. Testing Agency Requirements.

# 1.03 REFERENCE STANDARDS

- A. ACI 301 Specifications for Concrete Construction 2020.
- B. ACI 318 Building Code Requirements for Structural Concrete 2019 (Reapproved 2022).
- C. ACI SP-66 ACI Detailing Manual 2004.
- D. ASTM A82/A82M Standard Specification for Steel Wire, Plain, for Concrete Reinforcement; 2007.
- E. ASTM A615/A615M Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.
- F. CRSI (DA4) Manual of Standard Practice 2018, with Errata (2019).

# 1.04 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.
- C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.

# 1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI 301.

# PART 2 PRODUCTS

# 2.01 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
1. Deformed billet-steel bars.

- 2. Unfinished.
- B. Reinforcement Accessories:
  - 1. Tie Wire: Annealed, minimum 16 gage, 0.0508 inch.
  - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

# 2.02 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI (DA4) Manual of Standard Practice.
- B. Welding of reinforcement is not permitted.
- C. 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.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing as follows:
  - 1. Supported Slabs and Joists: 3/4 inch, not exposed to ground or weather.
  - 2. Walls (exposed to weather or backfill): 2 inch.
  - 3. Footings and Concrete Formed Against Earth: 3 inch.
  - 4. Slabs on Fill: 3 inch.
- E. Comply with applicable code for concrete cover over reinforcement.

# 3.02 FIELD QUALITY CONTROL

A. An independent testing agency, as specified in Section 01-4000 - Quality Requirements, will inspect installed reinforcement for conformance to contract documents before concrete placement.

## SECTION 03-3000 CAST-IN-PLACE CONCRETE

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete foundation walls.
- D. Miscellaneous concrete elements, including equipment pads, equipment pits, light pole bases, flagpole bases, thrust blocks, and manholes.

#### 1.02 RELATED REQUIREMENTS

- A. Section 014000 Quality Requirements.
- B. Section 32 1313 Concrete Paving: Sidewalks, curbs and gutters.
- C. Section 03-2000 Concrete Reinforcing.

#### 1.03 REFERENCE STANDARDS

- A. ACI 117 Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).
- B. ACI 211.1 Selecting Proportions for Normal-Density and High Density-Concrete Guide 2022.
- C. ACI 301 Specifications for Concrete Construction 2020.
- D. ACI 304R Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).
- E. ACI 306R Guide to Cold Weather Concreting 2016.
- F. ACI 318 Building Code Requirements for Structural Concrete 2019 (Reapproved 2022).
- G. ACI 347R Guide to Formwork for Concrete 2014 (Reapproved 2021).
- H. ASTM C1602/C1602M Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete 2018.
- I. ASTM C33/C33M Standard Specification for Concrete Aggregates 2018.
- J. ASTM C39/C39M Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens 2021.
- K. ASTM C94/C94M Standard Specification for Ready-Mixed Concrete 2022a.
- L. ASTM C109/C109M Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- M. ASTM C150/C150M Standard Specification for Portland Cement 2022.

- N. ASTM C173/C173M Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method 2016.
- O. ASTM C260/C260M Standard Specification for Air-Entraining Admixtures for Concrete 2010a (Reapproved 2016).
- P. ASTM C494/C494M Standard Specification for Chemical Admixtures for Concrete 2019, with Editorial Revision (2022).
- Q. ASTM C618 Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete 2023.
- R. ASTM C1107/C1107M Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink) 2020.
- S. ASTM E1643 Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs 2018a.

# 1.04 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Test Reports: Submit report for each test or series of tests specified.
- D. Sustainable Design Submittal: If any fly ash, ground granulated blast furnace slag, silica fume, rice hull ash, or other waste material is used in mix designs to replace Portland cement, submit the total volume of concrete cast in place, mix design(s) used showing the quantity of portland cement replaced, reports showing successful cylinder testing, and temperature on day of pour if cold weather mix is used.

#### 1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 306R when concreting during cold weather.

# PART 2 PRODUCTS

#### 2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface. Fill all voids after cones have been removed.

#### 2.02 REINFORCEMENT MATERIALS

A. Comply with requirements of Section 03-2000.

# 2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I Normal Portland type.
  1. Acquire cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.1. Acquire aggregates for entire project from same source.
- C. Fly Ash: ASTM C618, Class C or F.
- D. 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.

# 2.05 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder: Sheet material complying with ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. The use of single ply polyethylene is prohibited.
  - 1. Installation: Comply with ASTM E1643.
  - 2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
  - 3. Manufacturers:
    - a. Stego Industries, LLC: www.stegoindustries.com/#sle.
    - b. Substitutions: See Section 01-6000 Product Requirements.
- B. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
  - 1. Grout: Comply with ASTM C1107/C1107M.
  - 2. Minimum Compressive Strength at 28 Days: 7,000 pounds per square inch.
- C. Epoxy Adhesive: Moisture-insensitive, two-part, consisting of epoxy resin, non-metallic aggregate, and activator.
  - 1. Manufacturers:
    - a. Hilti RE-500 V3.
    - b. Simpson SET-XP.
    - c. Or equivalent.

#### 2.06 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
  - 1. Replace as much Portland cement as possible with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash as is consistent with ACI recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- C. Normal Weight Concrete:

- Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: 4,000 psi, unless drawings indicate otherwise. Concrete should be a minimum of a 6sack mix.
- 2. Fly Ash Content: Maximum 25 percent of cementitious materials by weight.
- 3. Water-Cement Ratio: Maximum 40 percent by weight.
- 4. Total Air Content: 4 percent, determined in accordance with ASTM C173/C173M.
- 5. Maximum Slump: 4 inches.
- 6. Maximum Aggregate Size: 3/4 inch.

#### 2.07 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

# 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 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.

#### 3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Notify Architect and Owner's Independant Testing Agency not less than 24 hours prior to commencement of placement operations.
- C. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

#### 3.04 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 1/8 inch or more in height. Provide finish as follows:
  - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.

## 3.05 CURING AND PROTECTION

A. Comply with requirements of ACI 308R. 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.
- C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.

# 3.06 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01-4000 Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

# 3.07 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect 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 Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

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#### SECTION 05-5000 METAL FABRICATIONS

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Shop fabricated steel items.
- B. Site fabricated items.

#### 1.02 **REFERENCE STANDARDS**

- A. ASTM A36/A36M Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A53/A53M Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2022.
- C. ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- D. ASTM A501/A501M Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- E. ASTM F3125/F3125M Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength 2022.
- F. AWS D1.1/D1.1M Structural Welding Code Steel 2020, with Errata (2022).

# PART 2 PRODUCTS

#### 2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, unless drawings indicate otherwise.
- E. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain.
- F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- G. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- H. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I Inorganic, complying with VOC limitations of authorities having jurisdiction.

# 2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

# 2.03 FABRICATED ITEMS

- A. Bollards: Steel pipe, concrete filled, crowned cap, as detailed; galvanized finish.
- B. Beam Hangers: 1/4 inch minimum base metal thickness; galvanized finish.
- C. Ledge Angles, Shelf Angles, Channels, and Plates Not Attached to Structural Framing: For support of joists; prime paint finish.
- D. Ledge Angles, Shelf Angles, Channels, and Plates Attached to existing Structural Framing: For support of beam; prime paint finish.

# 2.04 FINISHES - STEEL

- A. Prepare surfaces to be primed in accordance with SSPC-SP2.
- B. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- C. Prime Painting: One coat.
- D. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements.
- E. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A 123/A 123M requirements. All exterior fabricated steel, handrails to be hot-dipped galvanized.

#### 2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

# PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

# 3.02 PREPARATION

A. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

# 3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.

# 3.04 TOLERANCES

- A. Maximum Offset From True Alignment: 1/4 inch.
- B. Maximum Out-of-Position: 1/4 inch.

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## SECTION 06-1000 ROUGH CARPENTRY

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Exposed timber structural framing.
- C. Non-structural dimension lumber framing.
- D. Rough opening framing for doors, windows, and roof openings.
- E. Sheathing.
- F. Preservative treated wood materials.
- G. Miscellaneous framing and sheathing.
- H. Communications and electrical room mounting boards.
- I. Concealed wood blocking, nailers, and supports.
- J. Miscellaneous wood nailers, furring, and grounds.
- K. Roof sheathing with factory applied roofing underlayment.

#### 1.02 RELATED REQUIREMENTS

- A. Section 06-1800 Glued-Laminated Construction.
- B. Section 07-2500 Weather Barriers: Water-resistive barrier over sheathing.
- C. Section 07-6200 Sheet Metal Flashing and Trim: Sill flashings.

#### 1.03 **REFERENCE STANDARDS**

- A. ANSI A208.1 American National Standard for Particleboard 2022.
- B. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2023.
- C. AWPA U1 Use Category System: User Specification for Treated Wood 2022.
- D. PS 1 Structural Plywood 2019.
- E. PS 20 American Softwood Lumber Standard 2021.
- F. WCLIB (GR) Standard Grading Rules for West Coast Lumber No. 17 2018.

# PART 2 PRODUCTS

# 2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
    - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
    - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

# 2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: West Coast Lumber Inspection Bureau; WCLIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Stud Framing (2 by 2 through 2 by 6 ):
  - 1. Species: Douglas Fir-Larch.
  - 2. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16 ):
  - 1. Species: Douglas Fir-Larch.
  - 2. Grade: No. 2 & Btr.
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

#### 2.03 EXPOSED DIMENSION LUMBER

- A. Grading Agency: West Coast Lumber Inspection Bureau; WCLIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings.
- C. Surfacing: S4S.
- D. Sizes: Nominal sizes as indicated on drawings, S4S.
- E. Moisture Content: S-dry or MC19.
- F. Rafter, Purlin, Small Beam, Purlin, and Purlin Framing (2 by 6 through 4 by 16 ):
  - 1. Species: Douglas Fir.
  - 2. Grade: Select Structural.
- G. Location: North side covered walkway, heavy timber framing and brackets. West side awning framing, brackets.

# 2.04 TIMBERS FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry (23 percent maximum).
- C. Beams and Posts 5 inches and over in thickness: 1. Grade: No. 1.

# 2.05 EXPOSED TIMBERS

- A. Submit manufacturer's certificate that products meet or exceed specified requirements, in lieu of grade stamping.
- B. Moisture Content: Kiln-dry (20 percent maximum).
- C. Surfacing: S4S.
- D. Species: Douglas Fir.
- E. Grade: Select Structural.

# 2.06 CONSTRUCTION PANELS

- A. Subflooring: Particleboard, ANSI A208.1, Grade M-2 EXTERIOR GLUE waferboard; 3/4 inch thick, tongue and groove edge.
- B. Underlayment: APA Underlayment; plywood, Exposure 2, 3/8 inch thick. Fully sanded faces at resilient flooring.
- C. Roof Sheathing: APA PRP-108/APA PRPR-108, Form B455, Exterior Exposure Class, and as follows:
  - 1. Span Rating: 24/16.
  - 2. Thickness: 5/8 inch and 1/2 inch as noted on structural drawings, nominal.
  - 3. Edges: square.
- D. Wall Sheathing: APA PRP-108/APA PRP-108, Form B455, Exterior Exposure Class, and as follows:
  - 1. Span Rating: 24/16.
  - 2. Thickness: 1/2 inch, nominal.
- E. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

# 2.07 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
  - 1. Manufacturers:

- a. Lonza Group: www.wolmanizedwood.com.
- b. Viance, LLC: www.treatedwood.com.
- c. Osmose, Inc: www.osmose.com.
- d. Substitutions: See Section 01-6000 Product Requirements.
- 2. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC4A, Commodity Specification A using waterborne preservative to 0.40 lb/cu ft retention.
  - a. Treat lumber exposed to weather.
  - b. Treat lumber in contact with roofing, flashing, or waterproofing.
  - c. Treat lumber in contact with masonry or concrete.

# PART 3 EXECUTION

# 3.01 PREPARATION

- A. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- 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.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

## 3.03 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 code authorities 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 non-structural 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.

#### 3.04 INSTALLATION OF CONSTRUCTION PANELS

- Α. Subflooring: Glue and nail to framing; staples are not permitted.
- Β. 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.
- Wall Sheathing: Secure to wall studs with ends over firm bearing and staggered, using nails, C. screws, or staples.
- Communications and Electrical Room Mounting Boards: Secure with screws to studs with D. edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
  - At fire-rated walls, install board over wall board indicated as part of the fire-rated 1. assembly.
  - 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
  - 3. Install adjacent boards without gaps.

#### 3.05 SITE APPLIED WOOD TREATMENT

- Α. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- Β. Allow preservative to dry prior to erecting members.

#### 3.06 TOLERANCES

- Framing Members: 1/4 inch from true position, maximum. Α.
- Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet Β. maximum.

#### 3.07 CLEANING

- Waste Disposal: Α.
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.
  - 3. Do not burn scraps that have been pressure treated.

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#### SECTION 06-1800 GLUED-LAMINATED CONSTRUCTION

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Glue laminated wood beams and purlins.
- B. Steel hardware and attachment brackets.

# 1.02 REFERENCE STANDARDS

- A. AITC A190.1 American National Standard for Wood Products Structural Glued Laminated Timber 2007.
- B. ASTM A36/A36M Standard Specification for Carbon Structural Steel 2019.
- C. ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- D. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- E. ASTM A325 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength 2014.
- F. ASTM A325M Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength (Metric) 2014.
- G. ASTM A563 Standard Specification for Carbon and Alloy Steel Nuts 2021a.
- H. ASTM A563M Standard Specification for Carbon and Alloy Steel Nuts (Metric) 2021a.

#### 1.03 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate framing system, sizes and spacing of members, loads and cambers, bearing and anchor details, bridging and bracing, framed openings.

# 1.04 QUALITY ASSURANCE

A. Manufacturer/Fabricator Qualifications: Company specializing in manufacture of glue laminated structural units with three years of documented experience, and certified by AITC in accordance with AITC A190.1.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect members to AITC requirements for individually wrapped.
- B. Leave individual wrapping in place until finishing occurs.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Glued-Laminated Structural Units:
  - 1. Western Wood Structures, Inc: www.westernwoodstructures.com.
  - 2. Substitutions: See Section 01-6000 Product Requirements.

# 2.02 GLUED-LAMINATED UNITS

- A. Glued-Laminated Units: Fabricate in accordance with AITC 117 Industrial grade.
  - 1. Verify dimensions and site conditions prior to fabrication.
  - 2. Cut and fit members accurately to length to achieve tight joint fit.
  - 3. Fabricate member with camber built in.
  - 4. Do not splice or join members in locations other than those indicated without permission.
  - 5. After end trimming, seal with penetrating sealer in accordance with AITC requirements.

# 2.03 MATERIALS

- A. Lumber: Softwood lumber conforming to RIS grading rules with 12 percent maximum moisture content before fabrication. Design for the following values, unless indicated otherwise in Drawings:
  - 1. Bending (Fb): 2400 psi.
  - 2. Tension Parallel to Grain (Ft): 1500 psi.
  - 3. Compression Parallel to Grain (Fc): 1650 psi.
  - 4. Compression Perpendicular to Grain Bottom (Fc1): 650 psi.
  - 5. Compression Perpendicular to Grain Top (Fc1): 650 psi.
  - 6. Horizontal Shear (Fv): 165 psi.
  - 7. Modulus of Elasticity (E): 1,600,000 psi.
- B. Steel Connections and Brackets: ASTM A36/A36M weldable quality, galvanize per ASTM A123/A123M.
- C. Hardware: Type 1 high strength heavy hex bolts and nuts, hot-dip galvanized to meet requirements of ASTM A153/A153M, matching washers.

#### 2.04 FABRICATION

- A. Fabricate glue laminated structural members in accordance with AITC Industrial grade.
- B. Verify dimensions and site conditions prior to fabrication.
- C. Cut and fit members accurately to length to achieve tight joint fit.
- D. Fabricate member with camber built in.

# PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that supports are ready to receive units.
- B. Verify sufficient end bearing area.

# 3.02 ERECTION

- A. Lift members using protective straps to prevent visible damage.
- B. Set structural members level and plumb, in correct positions or sloped where indicated.

# 3.03 TOLERANCES

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

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## SECTION 06-2000 FINISH CARPENTRY

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Wood casings and moldings.
- C. Running and standing trim.

## 1.02 RELATED REQUIREMENTS

- A. Section 01-6116 Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 06-1000 Rough Carpentry: Support framing, grounds, and concealed blocking.
- C. Section 06-4100 Architectural Wood Casework: Shop fabricated custom cabinet work.
- D. Section 09-9113 Exterior Painting: Painting and finishing of finish carpentry items.
- E. Section 09-9123 Interior Painting: Painting and finishing of finish carpentry items.

## 1.03 **REFERENCE STANDARDS**

- A. AWI/AWMAC (QSI) Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- B. PS 1 Structural Plywood 2019.

## 1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.

## 1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect work from moisture damage.

# PART 2 PRODUCTS

## 2.01 FINISH CARPENTRY ITEMS

- A. Unless otherwise indicated provide products of quality specified by AWI Architectural Woodwork Quality Standards Illustrated for Premium grade.
- B. Unless otherwise indicated provide products of quality specified by Woodwork Institute Manual of Millwork for Premium grade.

# 2.02 WOOD-BASED COMPONENTS

A. Wood fabricated from old growth timber is not permitted.

# 2.03 LUMBER MATERIALS

- A. Softwood Lumber: Doug-Fir KD S4s, clear vertical grade species, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.
  - 1. Grading: In accordance with rules certified by ALSC; www.alsc.org.
  - 2. Location: Interior.
- B. Softwood Lumber: Resawn texture cedar, K.D., grade C and better species, maximum moisture content of 6 percent; primed, fingerjointed, 20 foot lengths.
   1. Location: Exterior.

## 2.04 SHEET MATERIALS

- A. Softwood Plywood Exposed to View: Face species as indicated, rough sawn texture, veneer core; PS 1 Grade A-B; no plugs, glue type as recommended for application.
  - 1. Grading: Certified by the American Plywood Association.

## 2.05 WALL PANELS

- A. Fiberglass Reinforced Panels FRP.
- B. Manufacturers: Glasbord by Kemlite, Fiberlite by NUDO, Structoglas, or approved.
- C. Type: Textured surface, 0.090 inch thick, 4 x 8 foot sheet size unless noted otherwise.
- D. Accessories: vinyl molding at all edges.
- E. Color: as selected from standard color chart.

## 2.06 ADHESIVE

A. Adhesive: Type recommended by laminate manufacturer to suit application .

## 2.07 ACCESSORIES

- A. Plastic Edge Trim: Extruded convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness; color as selected.
- B. Wood Filler: Solvent base, tinted to match surface finish color.

## 2.08 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.

# PART 3 EXECUTION

## 3.01 INSTALLATION

- A. Set and secure materials and components in place, plumb and level.
- B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

# 3.02 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 09-9000.

# 3.03 TOLERANCES

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

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## SECTION 07-2100 THERMAL INSULATION

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Batt insulation and vapor retarder in exterior wall construction.
- B. Sound Batt Insulation in Sound Walls.
- C. Rigid Cellular Polystyrene Thermal Insulation for filling perimeter window and door shim spaces, crevices in exterior wall and roof, and at exterior wall headers.

## 1.02 RELATED REQUIREMENTS

A. Section 06-1000 - Rough Carpentry: Supporting construction for batt insulation.

## 1.03 REFERENCE STANDARDS

- A. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation 2022.
- B. ASTM C612 Standard Specification for Mineral Fiber Block and Board Thermal Insulation 2014 (Reapproved 2019).
- C. ASTM C665 Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing 2017.
- D. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2023.
- E. ASTM E136 Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750 °C 2022.

## 1.04 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

## 1.05 FIELD CONDITIONS

A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

# 1.06 LABELING REQUIREMENTS

A. Building Thermal Envelope Insulation:

- 1. An R-value identification mark is applied (by manufactrer) to each piece of insulation 12 inches or greater in width.
- 2. Alternately, the insulation installers have provided a signed, dated and posted certification listing the type, manufactrer and R-value of installation installed.
- B. Insulation Mark Installation:
  - 1. Insulation materials are installed such that the manufactrer's R-value is readily observable upon inspection.
- C. Insulation Product Rating:
  - 1. The thermal resistance (R-value) of insulation has been determined in accordance with the US FTC R-value rule.

# PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Insulation:
  - 1. CertainTeed Corporation: www.certainteed.com.
  - 2. Johns Manville Corporation: www.jm.com.
  - 3. Knauf Insulation GmbH: www.knaufinsulation.us.
  - 4. Owens Corning Corp: www.owenscorning.com.
  - 5. Substitutions: See Section 016000 Product Requirements.

## 2.02 APPLICATIONS

- A. Insulation in Wood Framed Walls: Batt insulation with integral vapor retarder.
- B. Insulation in Wood Framed Ceiling Structure: Batt insulation with integral vapor retarder.
- C. Insulation behind window and door headers (interior side): Rigid, Cellular Polystyrene Thermal Insulation.
- D. Sound Insulation in Wood Framed Walls: 3 inch glass fiber sound batt insulation.

# 2.03 FOAM BOARD INSULATION MATERIALS

- A. Expanded Polystyrene (EPS) Board Insulation: ASTM C578, Type XI; with the following characteristics:
  - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
  - 2. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
  - 3. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
  - 4. Board Thickness: 1-1/2 inches.
  - 5. Board Density: 0.7 lb/cu ft.
  - 6. Compressive Resistance: 5 psi.
  - 7. Location: at headers.

## 2.04 BATT INSULATION MATERIALS

- A. Where batt insulation is indicated, use glass fiber batt insulation.
- B. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
- C. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:

- 1. Material: Glass fiber.
- 2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
- 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
- 4. Formaldehyde Content: Zero.
- 5. Thermal Resistance: R of [21, 30 and 38].
- 6. Thickness: 5-1/2", 9-1/2" and 12" inch, refer to Drawings for R-values locations.
  - a. Floor: R-25
    - b. Walls: R-21
    - c. Roof (attic area): R-38.
    - d. Roof insulation above deck: See Section 07-5400.
- 7. Vapor Barrier Facing: Aluminum foil, flame spread 25 rated; one side (or equivalent), when not in direct contact with finish material, paper face elsewhere.
- 8. Manufacturers:
  - a. CertainTeed Corporation: www.certainteed.com/#sle.
  - b. Johns Manville: www.jm.com/#sle.
  - c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
  - d. Knauf Insulation GmbH: www.knaufinsulation.us.
  - e. Owens Corning Corp: www.owenscorning.com.
- 9. Substitutions: See Section 01-6000 Product Requirements.
- D. Glass Fiber Sound Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C 665; friction fit.
  - 1. Density: 0.8 pcf.
  - 2. Thickness: 3 inch.
  - 3. Manufacturers:
    - a. Same as above.
  - 4. Locations: Typical thru-out building, except as noted for SAFB below.

# 2.05 ACCESSORIES

- A. Tape: Reinforced polyethylene film with acrylic pressure sensitive adhesive.
  - 1. Application: Sealing of interior circular penetrations, such as pipes or cables.
  - 2. Width: Are required for application.
- B. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide, at foil face vapor barrier areas, polyester elsewhere.
- C. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.
- D. Wire: Galvanized steel.
- E. Support tape: Nylon reinforced or as approved by manufacture.
- F. Adhesive: Type recommended by insulation manufacturer for application.

# PART 3 EXECUTION

# 3.01 EXAMINATION

A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.

# 3.02 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls (at headers).
  - 1. Install in running bond pattern.
  - 2. Butt edges and ends tightly to adjacent boards and to protrusions.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane and in gaps / shimmed spaces.

## 3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. At wood framing, place vapor retarder on warm side of insulation by stapling at 6 inches on center. Lap and seal sheet retarder joints over member face.
- F. Tape seal tears or cuts in vapor retarder.
- G. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

## 3.04 SOUND ATTENUATION BLANKETS

- A. Install insulation in accordance with manufacturer's instructions.
- B. Interior stud cavity friction fit securely between studs.
- C. Floor-Ceiling friction fit securely between joists.
- D. Butt ends of blackets closely together and fill all voids.
- E. Location: All walls thru-out building, except at walls with thermal insulation (exterior walls).

## 3.05 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

## SECTION 07-2500 WEATHER BARRIERS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Water-Resistive Barrier: Under exterior wall cladding, over sheathing or other substrate; not air tight or vapor retardant.
- B. Vapor Retarders: Materials to make exterior walls, joints between exterior walls and roof, and joints around frames of openings in exterior walls water vapor resistant and air tight.

## 1.02 RELATED REQUIREMENTS

- A. Section 03-3000 Cast-in-Place Concrete: Vapor retarder under concrete slabs on grade.
- B. Section 06-1000 Rough Carpentry: Water-resistive barrier under exterior cladding.
- C. Section 07-2100 Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.
- D. Section 07-9005 Joint Sealers: Sealant materials and installation techniques.

## 1.03 DEFINITIONS

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Air Barrier: Air tight barrier made of material that is relatively air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces. Note: For the purposes of this specification, vapor impermeable air barriers are classified as vapor retarders.
- C. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
  1. Water Vapor Permeance: For purposes of conversion, 57.2 ng/(Pa s sq m) = 1 perm.

## 1.04 **REFERENCE STANDARDS**

- A. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials 2023.
- B. ASTM E96/E96M Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a, with Editorial Revision (2023).
- C. ICC-ES AC38 Acceptance Criteria for Water-Resistive Barriers 2016, with Editorial Revision (2019).

## 1.05 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on material characteristics.

C. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.

## 1.06 FIELD CONDITIONS

A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

## PART 2 PRODUCTS

## 2.01 AIR BARRIER MATERIALS (WATER VAPOR PERMEABLE AND WATER-RESISTIVE)

- A. Self-Adhered Water Resistant Air Barrier Membrane:
  - 1. Water Vapor Permeance: 29 perms, minimum, when tested in accordance with ASTM E96/E96M Procedure A (desiccant method).
  - 2. Dry Film Thickness: 28 mils (0.028 inch), minimum.
  - 3. Criteria for Water Resistance Barriers: Pass, when tested in accordance with ICC ES AC38.
  - 4. Water Penetration around Nails: Pass, when tested in accordance with AAMA 711-05 and modified ASTM D 1970.
  - 5. Surface Burning Characteristics: Flame spread index of 25 or less, and smoke developed index of 50 or less, when tested in accordance with ASTM E84.
  - 6. Manufacturers:
    - a. Henry Company Blueskin VP 160.
    - b. Substitutions: See Section 01-6000 Product Requirements.

# 2.02 SELF-ADHERING WATERPROOFING MEMBRANE

- A. ASTM D 1970
- B. Approved Manufacturers and Products:
  - 1. W.R. Grace Construction Products "Ice and Water Shield".
  - 2. GAF-Elk "StormGuard".
  - 3. Owens Corning "Weatherlock Flex".
  - 4. Certainteed "Winter Guard".
  - 5. Substitutions: See Section 01-6000 Product Requirements.

## 2.03 SELF-ADHERING FLASHING

- A. Manufacturer and Product:
  - 1. W.R. Grace Construction Products "Perm-A-Barrier".
  - 2. Henry Company, Blueskin SA.
  - 3. Substitutions: See Section 01-6000 Product Requirements.
- B. Materials: Rubberized asphalt and polyethylene. 40 mils thickness.
- C. Location: Around all wall openings and where noted on drawings.

# PART 3 EXECUTION

## 3.01 EXAMINATION

A. Verify that surfaces and conditions are ready to accept the work of this section.

# 3.02 PREPARATION

A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

## 3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Air Barriers: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- C. Vapor Retarders: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- D. Self-Adhered Sheets:
  - 1. All surfaces to receive membrane must be dry and clean of oil, dust, fronts, bulk water and other contaminiates that would be detrimental to adhesion of membrane. Approved adhesive -primer to be appliend as recommended by Membrane manufacturer. Primer required for applications below 40 degrees, not required above 40 degrees temperature.
  - 2. Prepare substrate in manner recommended by sheet manufacturer; fill and tape joints in substrate and between dissimilar materials.
  - 3. Lap sheets shingle-fashion to shed water and seal laps air tight.
  - 4. Once sheets are in place, press firmly into substrate with resilient hand roller; ensure that laps are firmly adhered with no gaps or fishmouths.
  - 5. Use same material, or other material approved by sheet manufacturer for the purpose, to seal to adjacent construction and as flashing.
  - 6. At wide joints, provide extra flexible membrane allowing joint movement.
- E. Openings and Penetrations in Exterior Weather Barriers:
  - 1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches onto weather barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
  - 2. At openings to be filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches wide; do not seal sill flange.
  - 3. At openings to be filled with non-flanged frames, seal weather barrier to each side of opening framing, using flashing at least 9 inches wide, covering entire depth of framing.
  - 4. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
  - 5. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.
  - 6. Refer to Drawings for additional placement requirements, and coordination placement with metal flashings.

# 3.04 FIELD QUALITY CONTROL

- A. See Section 01-4000 Quality Requirements, for additional requirements.
- B. Coordination of ABAA Tests and Inspections:
  - 1. Provide testing and inspection required by ABAA QAP.
  - 2. Notify ABAA in writing of schedule for air barrier work, and allow adequate time for testing and inspection.
  - 3. Cooperate with ABAA testing agency.
  - 4. Allow access to air barrier work areas and staging.

- 5. Do not cover air barrier work until tested, inspected, and accepted.
- C. Do not cover installed weather barriers or vapor retarders until inspections have been completed.

# 3.05 **PROTECTION**

A. Do not leave materials exposed to weather longer than recommended by manufacturer.

## SECTION 07-4646 FIBER-CEMENT SIDING

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Fiber-cement siding.

## 1.02 RELATED REQUIREMENTS

A. Section 07-2500 - Weather Barriers: Water-resistive barrier under siding.

## 1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2022.
- B. ASTM C1186 Standard Specification for Flat Fiber-Cement Sheets 2022.

## 1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's data sheets on each product to be used, including:
  - 1. Manufacturer's requirements for related materials to be installed by others.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements and recommendations.
  - 4. Installation methods, including nail patterns.

## PART 2 PRODUCTS

## 2.01 FIBER-CEMENT SIDING

- A. Panel Siding: Vertically oriented panels made of cement and cellulose fiber formed under high pressure with integral surface texture, complying with ASTM C1186, Type A, Grade II; with machined edges, for nail attachment.
  - 1. Cement Cladding Panels: Hardie Reveal Panel as manufactured by James Hardie Building Products, Inc. 5/16 inches thick, 4 feet wide by 8 feet long. Product shall be engineered for climate conditions.
  - 2. Texture: Fine sanded.
  - 3. Length (Height): 96 inches, nominal.
  - 4. Width: 48 inches.
  - 5. Finish: Factory applied primer.
  - 6. Warranty: 50 year limited; transferable.
  - 7. Products:
    - a. James Hardie Building Products, Inc; Cementitious express/reveal jointed panel with accessories. (James Hardie HZ5 or HZ10 Hardie Reveal Panels.): www.jameshardie.com/#sle.
    - b. Substitutions: See Section 01-6000 Product Requirements.

# 2.02 ACCESSORIES

- A. Cladding Support Clips: Thermally-broken, galvanized steel clips for support of cladding z-girts, angles, channels and other framing.
  - 1. Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 galvanized coating.
- B. Furring Strips, Plastic: Mold resistant, nonabsorptive entangled polymer that promotes drainage and cross ventilation.
  - 1. Width: 4 inches.
  - 2. Thickness: 3/8 inch, nominal.
  - 3. Length: 25 feet.
  - 4. Products:
    - a. Keene Building Products; Easy-Fur Rollable Furring Strip: www.keenebuilding.com/#sle.
    - b. Cor-A-Vent.
    - c. Substitutions: See Section 01-6000 Product Requirements.
- C. Trim: Same material and texture as siding.
- D. Fasteners: Galvanized or corrosion resistant; length as required to penetrate, 1-1/4 inch 1-1/4 inch, minimum.
  - 1. Wood Framing, Exposed Screws: No. 10 by 0.472 inch head diameter by 1.5 inch long.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Examine substrate, clean and repair as required to eliminate conditions that would be detrimental to proper installation.
- B. Do not begin until unacceptable conditions have been corrected.
- C. If substrate preparation is responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

# 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and recommendations.
  - 1. Read warranty and comply with terms necessary to maintain warranty coverage.
  - 2. Use trim details as indicated on drawings.
  - 3. Touch up field cut edges before installing.
  - 4. Pre-drill nail holes if necessary to prevent breakage.
- B. Over Wood and Wood-Composite Sheathing: Fasten siding through sheathing into studs.
- C. Installation: Install materials in strict accordance with manufacturer's installation instructions.
- D. Fastening method:
  - 1. Fastening Method: Exposed.
  - 2. Place fasteners no closer than 3/4 inch (9.5 mm) from panel edges and 2 inches (51 mm) from panel corners.
  - 3. Use fasteners as specified in the James Hardie Tech Data sheet and in the Hardie Reveal Panel Installation Instruction.

- 4. Install panel using 1/2 inch (13 mm) spacers at horizontal joints. Leave bottom edge of panel above all horizontal trims exposed, no caulking shall be placed at this overlap of Horizontal Reveal Trim. Factory primed edge shall always be used.
- 5. Install a kickout flashing to deflect water away from the siding at the roof intersection.
- 6. Install a self-adhering membrane on the wall before the subfascia and trim boards are nailed in place, and then install the kickout.
- 7. Allow minimum vertical clearance between the bottom edge of siding and any other material in strict accordance with the manufacturer's installation instructions and as determined by James Hardie Zone.
- 8. Maintain clearance between siding and adjacent finished grade.
- E. Joints in Vertical Siding: Install Z-flashing in horizontal joints between successive courses of vertical siding.
- F. Do not install siding less than 6 inches from ground surface, or closer than 1 inch to roofs, patios, porches, and other surfaces where water may collect.
- G. After installation, seal joints except lap joints of lap siding; seal around penetrations, and paint exposed cut edges.

# 3.03 **PROTECTION**

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

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## SECTION 07-6200 SHEET METAL FLASHING AND TRIM

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Sealants for joints within sheet metal fabrications.

## 1.02 RELATED REQUIREMENTS

- A. Section 06-1000 Rough Carpentry: Wood nailers for sheet metal work.
- B. Section 07-9005 Joint Sealers.

## 1.03 REFERENCE STANDARDS

- A. AAMA 2603 Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- B. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- C. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2022.
- D. ASTM A666 Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- E. ASTM C920 Standard Specification for Elastomeric Joint Sealants 2018.
- F. ASTM D226/D226M Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing 2017 (Reapproved 2023).
- G. ASTM D4586/D4586M Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007 (Reapproved 2018).
- H. CDA A4050 Copper in Architecture Handbook current edition.
- I. SMACNA (ASMM) Architectural Sheet Metal Manual 2012.

# 1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

# 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

# PART 2 PRODUCTS

# 2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A 653/A 653M, with G90/Z275 zinc coating; minimum 0.02 inch (24 gauge) thick base metal, shop pre-coated with modified silicone coating.
  - 1. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.
  - 2. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as scheduled.
- B. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 28 gage, (0.0156 inch) thick; smooth No. 4 Brushed finish.

## 2.02 ACCESSORIES

- A. Fasteners: Galvanized steel , with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant to be Concealed in Completed Work: Non-curing butyl sealant.
- E. Sealant to be Exposed in Completed Work: {\rs\#1}; elastomeric sealant, 100 percent silicone with minimum movement capability of plus/minus 25 percent and recommended by manufacturer for substrates to be sealed; clear.
- F. Sealant: Type 1 specified in Section 07-9005.
- G. Plastic Cement: {\rs\#1}, Type I.

# 2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

G. Fabricate flashings to allow toe to extend 2 inches over roofing edge. Return and brake edges.

# PART 3 EXECUTION

# 3.01 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

# 3.02 INSTALLATION

- A. Comply with Drawing Details.
- B. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.
- F. Secure gutters and downspouts in place with concealed fasteners.
- G. Connect downspouts to downspout boots, and grout connection watertight.

# 3.03 FIELD QUALITY CONTROL

- A. See Section 01-4000 Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

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## SECTION 07-8400 FIRESTOPPING

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire resistance rated and smoke resistant assemblies, whether indicated on drawings or not, and other openings indicated.

#### 1.02 RELATED REQUIREMENTS

A. Section 09-2116 - Gypsum Board Assemblies: Gypsum wallboard fireproofing.

## 1.03 **REFERENCE STANDARDS**

#### 1.04 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- C. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.

## 1.05 QUALITY ASSURANCE

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
  - 1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

## PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Manufacturers:
  - 1. A/D Fire Protection Systems Inc.: www.adfire.com.
  - 2. 3M Fire Protection Products: www.3m.com/firestop.
  - 3. Hilti, Inc: www.us.hilti.com/#sle.
  - 4. Nelson FireStop Products: www.nelsonfirestop.com.
  - 5. Specified Technologies, Inc.: www.stifirestop.com.
  - 6. Substitutions: See Section 01-6000 Product Requirements.
- B. Firestopping Materials: Any materials meeting requirements.
- C. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.

21.03 Coquille High School CTE	
Shop Renovation	

# 2.02 FIRESTOPPING ASSEMBLY REQUIREMENTS

- A. Perimeter Fire Containment Firestopping: Use system that has been tested according to ASTM E2307 to have fire resistance F Rating equal to required fire rating of floor assembly.
- B. Floor-to-Floor, Wall-to-Wall, and Wall-to-Floor Joints, Except Perimeter, Where Both Are Fire-Rated: Use system that has been tested according to ASTM E1966 or UL 2079 to have fire resistance F Rating equal to required fire rating of the assembly in which the joint occurs.
- C. Through Penetration Firestopping: Use system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.

# 2.03 FIRESTOPPING FOR FLOOR-TO-FLOOR, WALL-TO-FLOOR, AND WALL-TO-WALL JOINTS

- A. Gypsum Board Walls:
  - 1. Wall to Wall Joints That Have Movement Capabilities (Dynamic):
    - a. 2 Hour Construction: UL System WW-D-0067; Hilti CP 606 Flexible Firestop Sealant.
    - b. 1 Hour Construction: UL System WW-D-0067; Hilti CP 606 Flexible Firestop Sealant.

# 2.04 FIRESTOPPING PENETRATIONS THROUGH FRAMED FLOORS

- A. Metallic Pipe, Conduit, and Tubing Penetrations in Framed Floors:
  - 1. 1 Hour Construction: UL System F-C-1053; Specified Technologies Inc. WF300 Intumescent Firestop Caulk (for wood frame construction).
    - a. Or equivalant.
  - 2. 1 Hour Construction: UL System F-C-1162; Specified Technologies Inc. Closet Flange Firestop Gasket.
    - a. Or equivalant.
- B. Electrical Cable in Framed Floors:
  - 1. 1 Hour Construction: UL System F-C-3010; Specified Technologies Inc. WF300 Intumescent Firestop Caulk (for wood frame construction).
- C. Insulated Pipe in Framed Floors:
  - 1. 1 Hour Construction: UL System F-C-5043; Specified Technologies Inc. WF300 Intumescent Firestop Caulk (for wood frame construction).

# 2.05 FIRESTOPPING PENETRATIONS THROUGH GYPSUM BOARD WALLS

- A. Blank Openings:
  - 1. 2 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.
  - 2. 1 Hour Construction: UL System W-L-3334; Hilti CP 653 Speed Sleeve.

# 2.06 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements.
  - 1. Fire Ratings: See drawings for required systems and ratings.
  - 2. Color match based on fire rating.

## 2.07 MATERIALS

- A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

## PART 3 EXECUTION

## 3.01 EXAMINATION

A. Verify openings are ready to receive the work of this section.

## 3.02 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other materials that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to prevent liquid material from leakage.

## 3.03 INSTALLATION

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by Owner's Independent Testing Agency.
- C. Do not cover installed firestopping until inspected by authorities having jurisdiction.
- D. Install labeling required by code.

## 3.04 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Inspection agency employed and paid by Owner, will examine penetration firestopping in accordance with ASTM E2174, and ASTM E2393.
- B. Repair or replace penetration firestopping and joints at locations where inspection results indicate firestopping or joints do not meet specified requirements.

## 3.05 CLEANING

A. Clean adjacent surfaces of firestopping materials.

## 3.06 **PROTECTION**

A. Protect adjacent surfaces from damage by material installation.

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#### SECTION 07-9005 JOINT SEALERS

## PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Sealants and joint backing.

## 1.02 RELATED REQUIREMENTS

- A. Section 07-2500 Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders.
- B. Section 09-2116 Gypsum Board Assemblies: Acoustic sealant.

## 1.03 REFERENCE STANDARDS

- A. ASTM C834 Standard Specification for Latex Sealants 2017.
- B. ASTM C920 Standard Specification for Elastomeric Joint Sealants 2018.
- C. ASTM C1193 Standard Guide for Use of Joint Sealants 2016.
- D. SCAQMD 1168 Adhesive and Sealant Applications 1989, with Amendment (2022).
- E. ASTM C 1521 Standard Practice for Evaluating Adhesion of Installed Weatherproofing Joint Sealants.

## 1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with other sections referencing this section.

## 1.05 SUBMITTALS

A. See Section 01-3000 - Administrative Requirements, for submittal procedures.

## 1.06 FIELD CONDITIONS

A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

# PART 2 PRODUCTS

## 2.01 SEALANTS

- A. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25 minimum; Uses M, G, and A; single component.
  - 1. Color: color as selected.
  - 2. Product: Sonolastic NP-1 manufactured by BASF.
  - 3. Applications: Use for:

- a. Control, expansion, and soft joints in masonry.
- b. Joints between concrete and other materials.
- c. Joints between metal frames and other materials.
- d. Joints at wood siding and trim as indicated.
- e. Other exterior joints for which no other sealant is indicated.
- 4. Test Data:
  - a. Movement capability, % +100 to -50.
  - b. Tensile strength 250 psi.
  - c. Ultimate elongation at break, % 1000.
  - d. Hardness, Shore A passes 25 30.
- B. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
  - 1. Color: Match adjacent finished surfaces.
  - 2. Product: Sonalac manufactured by BASF.
  - 3. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.

## 2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

## 3.01 EXAMINATION

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

## 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

## 3.03 INSTALLATION

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

# 3.04 CLEANING

A. Clean adjacent soiled surfaces.

## 3.05 PROTECTION

A. Protect sealants until cured.

## 3.06 SCHEDULE

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 1.
- B. Interior Joints for Which No Other Sealant is Indicated: Type 2.

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## SECTION 08-1113 HOLLOW METAL DOORS AND FRAMES

# PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Hollow metal frames for wood doors.
- C. Fire-rated hollow metal doors and frames.
- D. Hollow metal borrowed lites glazing frames.
- E. Accessories, including glazing, louvers, and matching panels.

# 1.02 RELATED REQUIREMENTS

- A. Section 08-7100 Door Hardware.
- B. Section 08-8000 Glazing: Glass for doors and borrowed lites.

## 1.03 ABBREVIATIONS AND ACRONYMS

- A. HMMA Hollow Metal Manufacturers Association.
- B. NFPA National Fire Protection Association.
- C. UL Underwriters Laboratories.

# 1.04 REFERENCE STANDARDS

- A. ADA Standards 2010 ADA Standards for Accessible Design 2010.
- B. ANSI/ICC A117.1 American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. ANSI/SDI A250.6 Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames 2020.
- D. ANSI/SDI A250.8 Specifications for Standard Steel Doors and Frames (SDI-100) 2017.
- E. ANSI/SDI A250.10 Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2020.
- F. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2022.
- G. ASTM A1008/A1008M Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.

- H. ASTM A1011/A1011M Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- I. ICC A117.1 Accessible and Usable Buildings and Facilities 2017.
- J. NAAMM HMMA 840 Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2017.
- K. NAAMM HMMA 861 Guide Specifications for Commercial Hollow Metal Doors and Frames 2014.

## 1.05 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

## 1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

# 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

# PART 2 PRODUCTS

# 2.01 DESIGN CRITERIA

- A. Requirements for Hollow Metal Doors and Frames:
  - 1. Steel used for fabrication of doors and frames shall comply with one or more of the following requirements; Galvannealed steel conforming to ASTM A653/A653M, cold-rolled steel conforming to ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel conforming to ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
  - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
  - 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
  - 4. Door Edge Profile: Manufacturers standard for application indicated.
- B. Hollow Metal Panels: Same construction, performance, and finish as doors.

C. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

# 2.02 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Face welded type.
  - 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
  - 2. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
  - 3. Weatherstripping: Separate, see Section 08-7100.
- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
  1. Frame Metal Thickness: 16 gage, 0.053 inch, minimum.
- D. Door Frames, Fire-Rated: Face welded type.1. Fire Rating: Same as door, labeled.
- E. Frames for Wood Doors: Comply with frame requirements in accordance with corresponding door.
- F. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.

# 2.03 FINISHES

A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

# 2.04 ACCESSORIES

- A. Louvers: Roll formed steel with overlapping frame; finish same as door components ; factory-installed.
  - 1. Style: Standard straight slat blade.
- B. Glazing: As specified in Section 08-8000, factory installed.
- C. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
- D. Grout for Frames: Portland cement grout with maximum 4 inch slump for hand troweling; thinner pumpable grout is prohibited.
- E. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- F. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

# PART 3 EXECUTION

## 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

## 3.02 PREPARATION

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

## 3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- D. Install door hardware as specified in Section 08-7100.
  - 1. Comply with recommended practice for hardware placement of doors and frames in accordance with ANSI/SDI A250.6 or NAAMM HMMA 861.
- E. Comply with glazing installation requirements of Section 08-8000.
- F. Coordinate installation of electrical connections to electrical hardware items.

# 3.04 TOLERANCES

A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

## 3.05 ADJUSTING

A. Adjust for smooth and balanced door movement.

## SECTION 08-1416 FLUSH WOOD DOORS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Flush wood doors; flush configuration; non-rated.

## 1.02 RELATED REQUIREMENTS

- A. Section 08-1113 Hollow Metal Doors and Frames.
- B. Section 08-7100 Door Hardware.
- C. Section 08-8000 Glazing.
- D. Section 09-9000 Painting and Coating.

## 1.03 REFERENCE STANDARDS

- A. ICC (IBC) International Building Code; 2012.
- B. NFPA 80 Standard for Fire Doors and Other Opening Protectives 2022.
- C. WDMA I.S. 1A Interior Architectural Wood Flush Doors 2021, with Errata (2022).

## 1.04 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Warranty, executed in Owner's name.

## 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

## 1.06 WARRANTY

- A. See Section 01-7800 Closeout Submittals, for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for 2 years.

# PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
- B. Wood Veneer Faced Doors:
  - 1. Graham Wood Doors: www.grahamdoors.com.
  - 2. Eggers Industries: www.eggersindustries.com/#sle.
  - 3. Haley Brothers: www.haleybros.com/#sle.
  - 4. Marshfield Door Systems, Inc: www.marshfielddoors.com.
  - 5. VT Industries, Inc: www.vtindustries.com.
  - 6. Oregon Door: www.oregondoor.com.
  - 7. Lynden Door: www.lyndendoor.com.
  - 8. Substitutions: See Section 01-6000 Product Requirements.

#### 2.02 DOORS

- A. Doors: Refer to drawings for locations and additional requirements.
  - 1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with WDMA I.S. 1A.
  - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
  - 1. Provide solid core doors at each location.
  - 2. Wood veneer facing for field transparent finish as indicated on drawings.

# 2.03 DOOR AND PANEL CORES

A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

## 2.04 DOOR FACINGS

A. Veneer Facing for Transparent Finish: Natural birch, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.

## 2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
  - 1. Provide solid blocks at lock edge for hardware reinforcement.
  - 2. Provide solid blocking for other throughbolted hardware.
- C. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.

# 2.06 FACTORY FINISHING - WOOD VENEER DOORS

- A. Finish work in accordance with WDMA I.S. 1A for grade specified and as follows:
- B. Factory finish doors in accordance with specified quality standard:
  1. Transparent Finish: Transparent conversion varnish, Premium quality, high gloss sheen.

## PART 3 EXECUTION

## 3.01 EXAMINATION

- A. Verify that opening sizes and tolerances are acceptable.
- B. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

## 3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

## 3.03 TOLERANCES

- A. Maximum Diagonal Distortion (Warp): 1/8 inch measured with straight edge or taut string, corner to corner, over an imaginary 36 by 84 inches surface area.
- B. Maximum Vertical Distortion (Bow): 1/8 inch measured with straight edge or taut string, top to bottom, over an imaginary 36 by 84 inches surface area.
- C. Maximum Width Distortion (Cup): 1/8 inch measured with straight edge or taut string, edge to edge, over an imaginary 36 by 84 inches surface area.

## 3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

## 3.05 SCHEDULE

A. Refer to Door Schedule appended to Division 8.

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#### SECTION 08-5113 ALUMINUM WINDOWS

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Extruded aluminum windows with fixed sash and operating sash.
- B. Factory glazing.
- C. Operating hardware.
- D. Insect screens.

#### 1.02 RELATED REQUIREMENTS

- A. Section 06-1000 Rough Carpentry: Rough opening framing.
- B. Section 07-2500 Weather Barriers: Sealing frame to water-resistive barrier installed on adjacent construction.
- C. Section 07-9200 Joint Sealants: Sealing joints between window frames and adjacent construction.
- D. Section 08-8000 Glazing.

#### 1.03 REFERENCE STANDARDS

- A. AAMA/WDMA/CSA 101/I.S.2/A440 North American Fenestration Standard/Specification for Windows, Doors, and Skylights 2017.
- B. AAMA CW-10 Care and Handling of Architectural Aluminum from Shop to Site 2015.
- C. AAMA 2604 Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2022.
- D. ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- E. ASTM B209/B209M Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2021a.
- F. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- G. ASTM B221M Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2021.

#### 1.04 SUBMITTALS

A. See Section 01-3000 - Administrative Requirements for submittal procedures.

- B. Product Data: Include component dimensions, information on glass and glazing, internal drainage details, and descriptions of hardware and accessories.
- C. Grade Substantiation: Prior to submitting shop drawings or starting fabrication, submit one of the following showing compliance with specified grade:
  - 1. Evidence of AAMA Certification.
  - 2. Evidence of WDMA Certification.
  - 3. Evidence of CSA Certification.
  - 4. Test report(s) by independent testing agency itemizing compliance and acceptable to authorities having jurisdiction.

#### 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of AAMA CW-10.
- B. Protect finished surfaces with wrapping paper or strippable coating during installation. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

#### 1.07 WARRANTY

- A. See Section 01-7800 Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 5-year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units. Complete forms in Owner's name and register with manufacturer.
- C. Manufacturer Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with manufacturer.

#### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Aluminum Windows Manufacturers:
  - 1. Arcadia, Inc: www.arcadiainc.com/#sle.
  - 2. Kawneer Company, Inc.
  - 3. Substitutions: See Section 01-6000 Product Requirements.

#### 2.02 BASIS OF DESIGN - AW PERFORMANCE CLASS WINDOWS

- A. Grade: AAMA/WDMA/CSA 101/I.S.2/A440 having Performance Class of AW, and Performance Grade at least as high as specified design pressure.
- B. Basis of Design -Kawneer:

21.03 Coquille High School CTE	
Shop Renovation	

- 1. Series 8400TL Thermal Windows
- 2. Model 8430TL Single Hung Window.
- 3. 4" (101.6 mm) frame depth.

#### 2.03 ALUMINUM WINDOWS

- A. Aluminum Windows: Extruded aluminum frame and sash, factory fabricated, factory finished, with operating hardware, related flashings, and anchorage and attachment devices.
  - 1. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors; fasteners and attachments concealed from view; reinforced as required for operating hardware and imposed loads.
  - 2. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
  - 3. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
  - 4. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
- B. Fixed, Non-Operable Type:
  - 1. Construction: Thermally broken.
  - 2. Exterior Finish: High performance organic coatings.

#### 2.04 COMPONENTS

- A. Frames: approximately 1-7/8 inch wide by 4 inch deep profile, of 0.070 minimum inch thick section; thermally broken with interior portion of frame insulated from exterior portion; flush glass stops of snap-on type.
- B. Glazing: See Section 08-8000.
- C. Head, jamb, and sill receptor sections, same extrusion type as window extrusions.
- D. Insect Screens: Extruded aluminum frame with mitered and reinforced corners; screen mesh taut and secure to frame; secured to window with adjustable hardware allowing screen removal without use of tools.
  - 1. Hardware: Spring loaded steel pins; four per screen unit.
  - 2. Screen Mesh: Vinyl-coated fiberglass, window manufacturer's standard mesh.
  - 3. Frame Finish: Same as frame and sash.
- E. Fasteners: Stainless steel.
- F. Sealant for Setting Sills and Sill Flashing: Non-curing butyl type.

#### 2.05 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Sheet Aluminum: ASTM B209/B209M, 5005 alloy, H12 or H14 temper.
- C. Concealed Steel Items: Profiled to suit mullion sections; galvanized in accordance with ASTM A123/A123M.

#### 2.06 HARDWARE

A. Sash lock: Lever handle with cam lock.

#### 2.07 FINISHES

- A. High Performance Organic Coatings: AAMA 2604; multiple-coat, thermally-cured fluoropolymer system.
  - 1. Products:
    - a. Kawneer Permafluor™ (70% PVDF), AAMA 2605, Fluoropolymer Coating.
    - b. Color: Bone White, to match existing.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify that wall openings and adjoining water-resistive barrier materials are ready to receive aluminum windows; see Section 07-2500.

#### 3.02 PRIME WINDOW INSTALLATION

- A. Install windows in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- D. Install sill and sill end angles.
- E. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- F. Install operating hardware not pre-installed by manufacturer.
- G. Install glass and infill panels in accordance with requirements; see Section 08-8000.

#### 3.03 TOLERANCES

A. Maximum Variation from Level or Plumb: 1/16 inches every 3 ft non-cumulative or 1/8 inches per 10 ft, whichever is less.

#### 3.04 ADJUSTING

A. Adjust hardware for smooth operation and secure weathertight closure.

#### 3.05 CLEANING

A. Remove protective material from factory finished aluminum surfaces.

#### END OF SECTION

#### SECTION 08-7100 DOOR HARDWARE

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Hardware for wood and hollow metal doors.
- B. Hardware for fire-rated doors.
- C. Electrically operated and controlled hardware.
- D. Lock cylinders for doors that hardware is specified in other sections.
- E. Thresholds.
- F. Weatherstripping, seals and door gaskets.

#### 1.02 RELATED REQUIREMENTS

A. Section 08-1416 - Flush Wood Doors.

#### 1.03 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- B. BHMA A156.1 Standard for Butts and Hinges 2021.
- C. BHMA A156.2 Bored and Preassembled Locks and Latches 2017.
- D. BHMA A156.3 Exit Devices 2020.
- E. BHMA A156.4 Door Controls Closers 2019.
- F. BHMA A156.6 Standard for Architectural Door Trim 2021.
- G. BHMA A156.7 Template Hinge Dimensions 2016.
- H. BHMA A156.8 Door Controls Overhead Stops and Holders 2021.
- I. BHMA A156.13 Mortise Locks & Latches Series 1000 2017.
- J. BHMA A156.17 Self Closing Hinges & Pivots 2019.
- K. BHMA A156.18 Materials and Finishes 2020.
- L. BHMA A156.21 Thresholds 2019.
- M. BHMA A156.22 Standard for Gasketing 2021.
- N. BHMA A156.31 Electric Strikes and Frame Mounted Actuators 2019.
- O. BHMA A156.115 Hardware Preparation in Steel Doors and Steel Frames 2016.

- P. BHMA A156.115W Hardware Preparation in Wood Doors with Wood or Steel Frames 2006.
- Q. DHI (LOCS) Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames 2004.
- R. DHI WDHS.3 Recommended Locations for Architectural Hardware for Flush Wood Doors 1993; also in WDHS-1/WDHS-5 Series, 1996.
- S. NFPA 80 Standard for Fire Doors and Other Opening Protectives 2022.
- T. NFPA 101 Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- U. UL (DIR) Online Certifications Directory Current Edition.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the manufacture, fabrication, and installation of products that door hardware will be installed upon.

#### 1.05 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- C. Shop Drawings:
  - 1. Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, electrical characteristics and connection requirements .
  - 2. Submit manufacturer's parts lists and templates.
- D. Hardware Schedule: Detailed listing of each item of hardware to be installed on each door. Use door numbering scheme as included in the Contract Documents. Identify electrically operated items and include power requirements.
- E. Keying Schedule: Submit for approval of Owner.

#### 1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

#### PART 2 PRODUCTS

- A. Allegion Brands, Ives: www.allegion.com/us.
- B. Assa Abloy Brands, Corbin Russwin: www.assaabloydss.com.

### 2.02 DOOR HARDWARE - GENERAL

- A. Provide hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
  - 1. Applicable provisions of federal, state, and local codes.
  - 2. Fire-Rated Doors: NFPA 80.
  - 3. Hardware on Fire-Rated Doors, Except Hinges: Listed and classified by UL (DIR) as suitable for the purpose specified and indicated.
  - 4. Hardware for Smoke and Draft Control Doors (Indicated as "S" on Drawings): Provide hardware that enables door assembly to comply with air leakage requirements of the applicable code.
  - 5. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for the purpose specified and indicated.
- D. Function: Lock and latch function numbers and descriptions of manufactures series as listed in hardware schedule.
- E. Electrically Operated and/or Controlled Hardware: Provide all power supplies, power transfer hinges, relays, and interfaces required for proper operation; provide wiring between hardware and control components and to building power connection.
- F. Finishes: Provide door hardware of the same finish unless otherwise indicated.
  - 1. Primary Interior Finish: Satin chrome plated over nickel on brass or bronze, 626 (approx US26D).
    - a. Location: Interior doors.
  - Primary Exterior Finish: Stainless steel, satin, 630.
     a. Location: Exterior doors.
  - 3. Finish Definitions: BHMA A156.18.
  - 4. Exceptions:
    - a. Where base metal is specified to be different, provide finish that is an appearance equivalent according to BHMA A156.18.
    - b. Hinges for Fire-Rated Doors: Steel base metal with painted finish.

#### 2.03 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
  - 1. If no hardware set is indicated for a swinging door provide an office lockset.
  - 2. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
  - 3. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
  - 1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Keyed in like-groups.
  - 1. Key to existing keying system.
  - 2. When providing keying information, comply with DHI Handbook "Keying systems and nomenclature".
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

- E. Privacy Latchset Mortise Style;
  - 1. Basis of Design: L9496 Px17A by Schlage.
  - 2. Privacy lokck with ADA thumturn and "vacant/occupied" indicator.

#### 2.04 HINGES

- A. Hinges Basis of Design: FBB179 or FBB199, Stanley.
- B. Self Closing Hinges: Comply with BHMA A156.17.
- C. Hinges: Provide hinges on every swinging door.
  - 1. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
  - 2. Provide ball-bearing hinges at all doors having closers.
  - 3. Provide hinges in the quantities indicated.
  - 4. Provide non-removable pins on exterior outswinging doors.
  - 5. Where electrified hardware is mounted in door leaf, provide power transfer hinges.
- D. Butt Hinges: Comply with BHMA A156.1 and BHMA A156.7; standard weight, unless otherwise indicated.
- E. Quantity of Hinges Per Door:
  - 1. Doors up to 60 inches High: Two hinges.
  - 2. Doors From 60 inches High up to 90 inches High: Three hinges.
  - 3. Doors 90 inches High up to 120 inches High: Four hinges.
  - 4. Doors 42 inches Wide up to 90 inches High: Four Hinges.
- F. Manufacturers Hinges:
  - 1. Assa Abloy Brands; McKinney: www.assaabloydss.com.
  - 2. Ives Architectural Hardware.
  - 3. Bommer Industries, Inc: www.bommer.com.
  - 4. C. R. Laurence Company, Inc: www.crl-arch.com/sle.
  - 5. Hager Companies: www.hagerco.com.
  - 6. Stanley Black & Decker: www.stanleyblackanddecker.com.

#### 2.05 PUSH/PULLS

- A. Push/Pulls Basis of Design: Ives.
- B. Push/Pulls: Comply with BHMA A156.6.
  - 1. Provide push and pull on doors not specified to have lockset, latchset, exit device, or auxiliary lock.
  - 2. On solid doors, provide matching push plate and pull plate on opposite faces.
- C. Manufacturers Push/Pulls:
  - 1. Assa Abloy McKinney or lves.
  - 2. C. R. Laurence Company, Inc: www.crl-arch.com/sle.
  - 3. Substitutions: See Section 01-6000 Product Requirements.

#### 2.06 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
  - 1. Hardware Sets indicate locking functions required for each door.
  - 2. If no hardware set is indicated for a swinging door provide an office lockset.
  - 3. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.

- 4. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
  1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed.
- D. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

## 2.07 CYLINDRICAL LOCKSETS

- A. Cylindrical Locksets Basis of Design: Schlage ND Series.
- B. Locking Functions: As defined in BHMA A156.2, and as follows.
  - 1. Privacy: F76, emergency tool unlocks.
  - 2. Office: F81, key not required to lock, remains locked upon exit.
  - 3. Classroom: F84, key required to lock.
  - 4. Intruder Classroom: F110, keyed both sides.
  - 5. Communicating: F80 or F113.
  - 6. Hotel: F93.
  - 7. Store Room Function: F86, key required to lock, may not be left unlocked.
- C. Manufacturers Cylindrical Locksets:
  - 1. Schlage, an Allegion brand: www.allegion.com/us.
  - 2. Substitutions: See Section 01-6000 Product Requirements.

#### 2.08 MORTISE LOCKSETS

- A. Mortise Locksets Basis of Design: Schlage L Series.
- B. Locking Functions: As defined in BHMA A156.13, and as follows:
  - 1. Privacy: F19, or F02 with retraction of deadbolt by use of inside lever/knob.
    - a. Occupied indicator for single user toilet rooms, shower rooms.

#### 2.09 FLUSHBOLTS AND COORDINATORS

- A. Flushbolts: Lever extension bolts in leading edge of door, one bolt into floor, one bolt into top of frame.
  - 1. Pairs of Swing Doors: At inactive leaves, provide flush bolts of type as required to comply with code.
  - 2. Floor Bolts: Provide dustproof strike except at metal thresholds.
- B. Coordinators: Provide on doors having closers and self-latching or automatic flushbolts to ensure that leaves close in proper order.
- C. Manufacturers Flushbolts:
  - 1. Ives, an Allegion brand: www.allegion.com/us.
  - 2. Substitutions: See Section 01-6000 Product Requirements.

#### 2.10 ELECTRIC STRIKES

A. Electric Strikes: Complying with BHMA A156.31 and UL (DIR) listed as a Burglary-Resistant Electric Door Strike; style to suit locks.

- B. Manufacturers Electric Strikes:
  - 1. Assa Abloy Brands, HES; 5200: www.assaabloydss.com.
  - 2. Substitutions: See Section 01-6000 Product Requirements.

#### 2.11 EXIT DEVICES

- A. Exit Devices Basis of Design: Von Duprin 98/99 Series Exit Devices.
- B. Locking Functions: Functions as defined in BHMA A156.3, and as follows:
  - 1. Entry/Exit, Always-Unlocked: Outside lever unlocked, no outside key access, no latch holdback.
  - Entry/Exit, Free Swing: Key outside retracts latch, latch holdback (dogging) for free swing during occupied hours, not fire-rated; outside trim must be specified as lever or pull.
  - 3. Entry/Exit, Always-Latched: Key outside locks and unlocks lever, no latch holdback (dogging).
  - 4. Entry/Exit, Always-Locked: Key outside retracts latchbolt but does not unlock lever, no latch holdback.
  - 5. Exit Only, Secure: No outside trim, no key entry, no latch holdback, deadlocking latchbolt.
- C. Manufacturers Exit Devices:
  - 1. Von Duprin, an Allegion brand: www.allegion.com/us.
  - 2. Substitutions: See Section 01-6000 Product Requirements.

#### 2.12 CLOSERS

- A. Closers Basis of Design: LCN 4010 Series, or 281 Sargent.
- B. Closers: Complying with BHMA A156.4.
  - 1. Provide surface-mounted, door-mounted closers unless otherwise indicated.
  - 2. Provide a door closer on every exterior door.
  - 3. Provide a door closer on every fire- and smoke-rated door. Spring hinges are not an acceptable self-closing device unless specifically so indicated.
  - 4. On pairs of swinging doors, if an overlapping astragal is present, provide coordinator to ensure the leaves close in proper order.
- C. Manufacturers Surface Mounted Closers:
  - 1. LCN, an Allegion brand: www.allegion.com/us.
  - 2. Substitutions: See Section 01-6000 Product Requirements.

#### 2.13 STOPS AND HOLDERS

- A. Stops: Complying with BHMA A156.8; provide a stop for every swinging door, unless otherwise indicated.
  - 1. Provide wall stops, unless otherwise indicated.
  - 2. If wall stops are not practical, due to configuration of room or furnishings, provide overhead stop.
  - 3. Stop is not required if positive stop feature is specified for door closer; positive stop feature of door closer is not an acceptable substitute for a stop unless specifically so stated.
- B. Kick Down Holder: Ives FS 452.
- C. Wall Stops: Ives WS406/407CCV, concave wall bumper.

- D. Door Guard: Ives 481 Change Door Guard.
- E. Manufacturers Wall and Floor Stops/Holders:
  - 1. Assa Abloy Brands, McKinney: www.assaabloydss.com.
  - 2. Ives.
    - a. 407-1/2 Wall Stops.
    - b. FS 452 Holdopen.
  - 3. Substitutions: See Section 01-6000 Product Requirements.

#### 2.14 GASKETING, THRESHOLDS AND DOOR PROTECTION

- A. Gasketing and Thresholds Basis of Design: Pemko.
- B. Gaskets: Complying with BHMA A156.22.
  - On each door in smoke partition, provide smoke gaskets; top, sides, and meeting stile of pairs. If fire/smoke partitions are not indicated on drawings, provide smoke gaskets on each door identified as a "smoke door" and 20-minute rated fire doors.
     a Pemko S88D
  - 2. On each exterior door, provide weatherstripping gaskets, unless otherwise indicated; top, sides, and meeting stiles of pairs.
    - a. Where exterior door is also required to have fire or smoke rating, provide gaskets functioning as both smoke and weather seals.
    - b. Pemko 303 AV.
  - 3. On each exterior door, provide door bottom sweep, unless otherwise indicated; 216AV Pemko.
  - 4. On each exterior door, provide door top; 346AV Pemko.
  - 5. On doors indicated as "sound-rated", "acoustical", or with an STC rating, provide soundrated gaskets and automatic door bottom; make gaskets completely continuous, do not cut or notch gaskets for installation.
    - a. Door Bottom Seal: 4301 ARL, Pemko.
    - b. Threshold/carpet Seperator: 174A Pemko.
    - c. Sound Seal: S88D, Pemko.
- C. Thresholds: Complying with BHMA A156.21.
  - 1. At each exterior door, provide a threshold unless otherwise indicated, 6 inch wide typical, unless detailed otherwise.
  - 2. Field cut threshold to frame for tight fit.
  - 3. Pemko 1716 A.
- D. Fasteners At Exterior Locations: Non-corroding.

#### 2.15 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Protection Plates:
  - 1. Kickplate: Provide on push side of every door with closer, except aluminum storefront and glass entry doors.
- B. Drip Guard: Provide projecting drip guard over all exterior doors unless they are under a projecting roof or canopy.
  - 1. Assa Abloy Pemko Door Top 346.
- C. Manufacturers Protection Plates and Architectural Trim:
  - 1. Assa Abloy Brands, McKinney: www.assaabloydss.com.
  - 2. lves.
  - 3. Substitutions: See Section 01-6000 Product Requirements.

### 2.16 GENERAL REQUIREMENTS FOR DOOR HARDWARE PRODUCTS

A. Provide products that comply with the following:1. Applicable provisions of Federal, State, and local codes.

#### 2.17 KEYING

- A. Door Locks: Grand master keyed.
- B. Supply keys in the following quantities:
  - 1. 2 master keys.
  - 2. 5 grand master keys.
  - 3. 3 change keys for each lock.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive work; labeled, fire-rated doors and frames are present and properly installed, and dimensions are as indicated on shop drawings.
- B. Verify that electric power is available to power operated devices and of the correct characteristics.

#### 3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
- D. Mounting heights for hardware from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Sets Schedule or on drawings.
  - 1. For steel doors: Comply with DHI (LOCS) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames".
  - 2. For Wood Doors: Comply with DHI WDHS.3 "Recommended Locations for Architectural Hardware for Flush Wood Doors".
  - 3. Locksets: 38 inch.
  - 4. Push/Pulls: 42 inch.
  - 5. Dead Locks: 42 inch.
- E. Set exterior door thresholds with full-width bead of elastomeric sealant on each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

#### 3.03 ADJUSTING

A. Adjust work under provisions of Section 01-7000 - Execution and Closeout Requirements.

#### 3.04 CLEANING

A. Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

#### 3.05 **PROTECTION**

- A. Protect finished Work under provisions of Section 01-7000 Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

#### HARDWARE SETS

#### 4.01 HARDWARE SETS - GENERAL

- A. These Hardware Sets indicate requirements for single doors of that type, with conditional requirements for pairs and other situations.
- B. Pairs of Swinging Doors: Provide one of each specified item on each leaf unless specifically stated otherwise. Treat pairs as two active leaves unless otherwise indicated.
- C. HW-CYL: Doors whose hardware is specified in other sections but which must be keyed to building system:
  - 1. Lock Cylinder, Mortise, keyed to building system.

#### 4.02 SWING DOORS -- NOT REQUIRING KEY LOCKING

- A. HW-5: Privacy Lockset, Non-Fire-Rated:
  - 1. Hinges.
  - 2. Mortise Lockset, Privacy.
  - 3. Wall stop.

## 4.03 SWING DOORS -- LOCKABLE, MAY BE LEFT UNLOCKED, KEY NOT REQUIRED TO LOCK

- A. HW-11: Entrance, Non-Fire-Rated:
  - 1. All existing hardware to remain. Modify threshold for ADA compliance.
  - 2. Modular Ramp Threshold Assembly, 15 inch wide modular ramps with modular returns or end flares/wings. Assoy Abloy 1-1/4" floor offset, confirm in field.

#### 4.04 SWING DOORS -- KEY REQUIRED TO LOCK, MAY BE LEFT UNLOCKED

- A. HW-20F: Intruder Classroom Lock, Fire-Rated or Non-Fire-Rated Where Self-Closing is Required:
  - 1. Closer.
  - 2. Lockset, Intruder Classroom.
  - 3. Hinges.
  - 4. Kickplate.
  - 5. Smokeseal.
  - 6. Wallstop.

#### 4.05 SWING DOORS -- MAY NOT BE LEFT UNLOCKED

- HW-30: Always-Locked, Non-Fire-Rated: Α.
  - Lockset, Always-Locked. 1.
  - 2.
  - Hinges. Wall stop. 3.

#### **END OF SECTION**

#### DOOR SCHEDULE page 1

DOOR SCHEDULE										
Door	Size (WxH)	Туре	Material	Frame	Hardware Group	Detail Drawing:			Rating	Remarks
110.						Sill	Jamb	Head		
103a	3070	С	WD	H.M.	HW-20F	-	5/A5.1		-	
103b	-	-	-	-	-	-	-	-	-	Existing, no work
103c	7º12º	D	AL	AL/ST	-	-	-	-	-	Section overhead awning/glass door, N.I.C.
103d	-	-	-	-	-	-	-	-	-	Existing, no work
103e	3070	А	WD	НМ	HW-30		5/A5.1		-	
104	-	-	-	-	-	-	-	-	-	Not used
105	-	-	-	-	-	-	-	-	-	Not used
106	-	-	-	-	-	-	-	-	-	Not used
107	3070	А	WD	НМ	HW-5	-	5/A5.1		-	
108	3070	А	WD	НМ	HW-30	-	5/A5.1		-	
109	3070	А	WD	НМ	HW-5	-	5/A5.1		-	
110	-	-	-	-	HW-11	-	-	-	-	Add ADA threshold, remove concrete patching as required.
111a	3070	С	WD	НМ	HW-20F	-	5/A5.1		-	
111b	-	-	-	-	-	-	-	-	-	Existing, no work
111c	8070	-	WD	-	-	-	6/A5.1		-	Cased opening

#### Legend

#### Door Types



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#### **SECTION 08-8000** GLAZING

#### PART 1 GENERAL

#### 1.01 **RELATED REQUIREMENTS**

- Α. Section 07-9005 - Joint Sealers: Sealant and back-up material.
- Β. Section 08-1113 - Hollow Metal Doors and Frames: Glazed lites in doors and borrowed lites.
- C. Section 08-1416 - Flush Wood Doors: Glazed lites in doors.
- D. Section 08-4313 - Aluminum-Framed Storefronts: Glazing furnished by storefront manufacturer.

#### 1.02 **REFERENCE STANDARDS**

- Α. ASTM C1036 - Standard Specification for Flat Glass 2021.
- ASTM C1048 Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass Β. 2018.
- C. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings 2016.
- D. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation 2019.

#### PART 2 PRODUCTS

#### 2.01 **INSULATING GLASS UNITS**

- Α. Type IG-1 - Sealed Insulating Glass Units: Vision glass, double glazed.
  - Application: All exterior glazing unless otherwise indicated. 1. 2.
    - Outboard Lite: Annealed float glass, 1/4 inch thick, minimum.
      - Tint: Clear. a.
      - Coating: Low-E (passive type), on #2 surface. b.
      - U-value: 0.35 max. C.
      - Solar Heat Gain Coefficient (SHGC): .40 max. d.
  - 3. Inboard Lite: Annealed float glass, 1/4 inch thick, minimum. Tint: Clear. a.
  - Total Thickness: 1 inch. 4.
    - Argon filled. a.
    - b. 1/2 inch air space.

#### 2.02 **GLAZING UNITS**

- Α. Type E-1 - Single Exterior Vision Glazing:
  - 1. Application: Hollow Metal Doors only.
  - 2. Type: Fully tempered float glass.
  - 3. Tint: Clear.
  - Thickness: 1/4 inch. 4.

- B. Type S-1 Single Vision Glazing:
  - 1. Application: All interior glazing unless otherwise indicated.
  - 2. Type: Fully tempered float glass.
  - 3. Tint: Clear.
  - 4. Thickness: 1/4 inch.

#### 2.03 EXTERIOR GLAZING ASSEMBLIES

- A. Performance Criteria: Select type and thickness of glass to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of glass.
  - 1. Use the procedure specified in ASTM E1300 to determine glass type and thickness.
  - 2. Limit glass deflection to 1/200 or flexure limit of glass, whichever is less, with full recovery of glazing materials.
  - 3. Glass thicknesses listed are minimum.

#### 2.04 GLASS MATERIALS

- A. Float Glass Manufacturers:
  - 1. PPG Industries, Inc: www.ppgideascapes.com.
  - 2. American-Saint Gobain Corp.
  - 3. Libbey-Owens-Ford Glass Co.
  - 4. Pittsburg Plate Glass Co.
  - 5. Viracon.
  - 6. Cardinal Glass Industries.
  - 7. Technical Glass Products.
  - 8. Substitutions: Refer to Section 01-6000 Product Requirements.
- B. Float Glass: Provide float glass based glazing unless noted otherwise.
  - 1. Annealed Type: ASTM C1036, Type I Transparent Flat, Class 1 Clear, Quality-Q3.
  - 2. Heat-Strengthened and Fully Tempered Types: ASTM C1048, Kind HS and Kind FT.
  - 3. Tinted Types: ASTM C1036, Class 2 Tinted, color and performance characteristics as indicated.
  - 4. Thicknesses: As indicated; for exterior glazing comply with requirements indicated for wind load design regardless of thickness indicated.

#### 2.05 SEALED INSULATING GLASS UNITS

- A. Sealed Insulating Glass Units: Types as indicated.
  - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
  - 2. Edge Spacers: Aluminum, bent and soldered corners.
  - 3. Edge Seal: Glass to elastomer with supplementary silicone sealant.
  - 4. Purge interpane space with dry hermetic air.

#### 2.06 GLAZING COMPOUNDS

A. Butyl Sealant: Single component; ASTM C920, Grade NS, Class 12-1/2, Uses M and A, Shore A hardness of 10 to 20; black color.

#### 2.07 GLAZING ACCESSORIES

A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.

- B. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; hardness range of 5 to 30 cured Shore A durometer; coiled on release paper; black color.
- C. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; Black color.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerance.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

#### 3.02 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Install sealants in accordance with ASTM C1193 and GANA Sealant Manual.
- E. Install sealants in accordance with manufacturer's instructions.

#### 3.03 INSTALLATION - EXTERIOR/INTERIOR DRY METHOD (GASKET GLAZING)

- A. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- B. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- C. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

#### 3.04 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.
- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

## 3.05 FIELD QUALITY CONTROL

- A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.
- B. Monitor and report installation procedures and unacceptable conditions.

#### 3.06 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

#### 3.07 PROTECTION

A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

## END OF SECTION

ROOM FINISH SCHEDULE										
Location		Floor		Walls				Ceiling		
ROOM NAME	No.	Mat.	Base	North	South	East	West	Mat.	Hgt.	NOTES / REMARKS
Art Room	101									No work this room.
	102									No work this room.
Agr./Mach Classroom	103	Conc. 4	RBR 4	LEP 4	LEP 4	LEP 4	LEP 4	AC 4	Varies	
Office	104									No work this room.
Dark Room	105									No work this room.
Toilet	106									No work this room.
Toilet	107	RF	Cove	LEP 2	LEP 2	LEP 2	LEP 2	LEP	8'	
Custodial	108	RF	RB	LEP	LEP	LEP	LEP	LEP	8'	
Toilet	109	RF	CONC	LEP 2	LEP 2	LEP 2	LEP 2	LEP	8'	
CTE Lobby	110	LVT	RBR	LEP	LEP	LEP	LEP	SAT	8'-7"	Abuse Resistant gyp. board.
CTE Classroom	111	-	-	-	-	-	-	-	-	Patch at wall opening.
CPU Lab	112	Conc.	RBR	LEP	LEP	LEP	LEP	LEP	8'	
Carpentry CTE	113	-	-	-	-	-	-	-	-	No work this room.

Legend:

Refer to Color Schedule for selected Brand/Colors

AC Adhesive Applied Acoustical Ceiling CONC Sealed Concrete COVE **Resilient Flooring Coving** CPT Carpet FRP **Fiberglass Reinforced Panels** LEP Latex Enamel Paint over gypsum board LVT Luxury Vinyl Tile, Resilient Flooring OS **Open Structure** P. LAM **Plastic Laminate** RBR Rubber base RF **Resilient Flooring** SAT Suspended Acoustical Tile Tile Ceramic or Porcelain Tile

#### NOTES:

- 1 Patch back missing adhered acoustical ceiling panel. Exact metal not required.
- 2 Overall protection at 4'-6" A.F.F.
- 3 FRP this wall
- 4 Classroom painting, flooring finish, and electrical N.I.C.

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#### SECTION 09-2116 GYPSUM BOARD ASSEMBLIES

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Cementitious backing board.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.
- E. Prime paint on walls and ceilings to receive textured finish.
- F. Textured finish system.

#### 1.02 RELATED REQUIREMENTS

- A. Section 06-1000 Rough Carpentry: Building framing and sheathing.
- B. Section 06-1000 Rough Carpentry: Wood blocking product and execution requirements.
- C. Section 07-2100 Thermal Insulation: Acoustic insulation.
- D. Section 07-9005 Joint Sealers: Acoustic sealant.

#### 1.03 REFERENCE STANDARDS

- A. ANSI A108.11 American National Standard Specifications for Interior Installation of Cementitious Backer Units 2018.
- B. ASTM C475/C475M Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board 2017 (Reapproved 2022).
- C. ASTM C557 Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing 2003 (Reapproved 2017).
- D. ASTM C840 Standard Specification for Application and Finishing of Gypsum Board 2020.
- E. 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.
- F. ASTM C1288 Standard Specification for Fiber-Cement Interior Substrate Sheets 2017.
- G. ASTM C1396/C1396M Standard Specification for Gypsum Board 2017.
- H. ASTM C1629/C1629M Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels 2019.
- I. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber 2021.
- J. GA-216 Application and Finishing of Gypsum Panel Products 2021.

K. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.04 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on gypsum board and accessories.

## PART 2 PRODUCTS

#### 2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Fire Rated Assemblies: Provide completed assemblies with the following characteristics:
  - 1. Fire Rated Area Separation Walls: IBC Table 720.1(2) Item 14-1.5; 2 hour rating.
  - 2. ICC IBC Item Numbers: Comply with applicable requirements of ICC IBC for the particular assembly.

#### 2.02 BOARD MATERIALS

- A. Manufacturers Gypsum-Based Board:
  - 1. American Gypsum: www.americangypsum.com.
  - 2. CertainTeed Corporation: www.certainteed.com/#sle.
  - 3. Georgia-Pacific Gypsum: www.gpgypsum.com/#sle.
  - 4. National Gypsum Company: www.nationalgypsum.com/#sle.
  - 5. USG Corporation: www.usg.com/#sle.
  - 6. Substitutions: See Section 01-6000 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. At Assemblies Indicated with Fire-Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
  - 3. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
    - b. Ceilings: 5/8 inch.
  - 4. Mold Resistant Paper Faced Products:
    - a. CertainTeed Corporation; ProRoc Brand Moisture & Mold Resistant Gypsum Board.
- C. Abuse Resistant Wallboard:
  - 1. Application: High-traffic areas indicated. Refer to Room Finish Schedule for locations.
  - 2. Surface Abrasion: Level 1, minimum, when tested in accordance with ASTM C1629/C1629M.
  - 3. Indentation: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
  - Soft Body Impact: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
  - 5. Hard Body Impact: Level 1, minimum, when tested in accordance with ASTM C1629/C1629M.
  - 6. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
  - 7. Thickness: 5/8 inch.
  - 8. Edges: Tapered.

- 9. Products:
  - a. Georgia-Pacific Gypsum; DensArmor Plus Abuse-Resistant.
  - b. National Gypsum Company; Gold Bond Hi-Abuse XP Gypsum Board.
  - c. USG Fiberrock Brand AR Interior Panels.
  - d. Substitutions: See Section 01-6000 Product Requirements.
- D. Backing Board For Wet Areas:
  - 1. Application: Surfaces behind tile in wet areas including restrooms.
  - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
  - 3. ASTM Cement-Based Board: Non-gypsum-based, cementitious board complying with ASTM C1288.
    - a. Thickness: 1/2 inch.
    - b. Products:
      - 1) James Hardie Building Products, Inc: www.jameshardie.com/#sle.
      - 2) CertainTeed Fiber Cement Backerboard.
      - 3) Substitutions: See Section 01-6000 Product Requirements.
- E. Backing Board For Non-Wet Areas: Water-resistant gypsum backing board as defined in ASTM C1396/C1396M; sizes to minimum joints in place; ends square cut.
  - 1. Application: Vertical surfaces behind thinset tile, except in wet areas, and all areas behind sinks, lavatory sinks, mop sinks, etc.
  - 2. Type: Regular and Type X, in locations indicated.
  - 3. Type X Thickness: 5/8 inch.
  - 4. Regular Board Thickness: 5/8 inch.
  - 5. Edges: Tapered.
- F. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  - 1. Application: Ceilings, unless otherwise indicated.
  - 2. Thickness: 5/8 inch.
  - 3. Edges: Tapered.

#### 2.03 ACCESSORIES

- A. Acoustic Insulation: As specified in Section 07-2100.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- C. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- D. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
- E. High Build Drywall Surfacer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- F. Textured Finish Materials: Latex-based compound; plain.
- G. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- H. Adhesive for Attachment to Wood ASTM C557 and Wood ASTM C557:
- I. Acoustical Sound Board: Fibrous 1/2 inch thick board, installed behind gypsum board in sound rated walls as indicated in Drawings.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

#### 3.02 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
  - 1. Place one bead continuously on substrate before installation of perimeter framing members.
  - 2. Place continuous bead at perimeter of each layer of gypsum board.
  - 3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

#### 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 Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- D. Cementitious Backing Board: Install over wood framing members where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.
  - 1. Shim 1/8 inch as needed to flush with adjacent gypsum board surfaces.

#### 3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
   1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

#### 3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
  - 2. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
  - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
  - 4. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.

- B. 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 is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
- C. 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.

#### 3.06 TOLERANCES

A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

## END OF SECTION

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#### SECTION 09-5100 ACOUSTICAL CEILINGS

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

#### 1.02 RELATED REQUIREMENTS

A. Section 21-1300 - Fire-Suppression Sprinkler Systems: Sprinkler heads in ceiling system.

#### 1.03 REFERENCE STANDARDS

- A. ASTM C635/C635M Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings 2022.
- B. ASTM C636/C636M Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels 2019.
- C. ASTM E580/E580M Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions 2022.
- D. ASTM E1264 Standard Classification for Acoustical Ceiling Products 2022.
- E. CAL (CHPS LEM) Low-Emitting Materials Product List; California Collaborative for High Performance Schools (CHPS); current edition at www.chps.net/.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

#### 1.05 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on suspension system components and acoustical units.

#### 1.06 FIELD CONDITIONS

A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

#### PART 2 PRODUCTS

#### 2.01 ACOUSTICAL UNITS

- A. Manufacturers:
  - 1. Armstrong World Industries, Inc: www.armstrong.com.
  - 2. USG: www.usg.com.
  - 3. Or approved.
- B. Acoustical PanelsType SAT 1: Painted mineral fiber, ASTM E1264 Type III, with the following characteristics:
  - 1. VOC Content: As specified in Section 01-6116.
  - 2. Size: 24 by 48 inches.
  - 3. Thickness: 5/8 inches.
  - 4. Light Reflectance: 87 percent, determined in accordance with ASTM E1264.
  - 5. NRC Range: 80 to .80, determined in accordance with ASTM E1264.
  - 6. Edge: Square.
  - 7. Surface Pattern: Non-directional fissured.
  - 8. Armstong Model: "Fine Fissured", square lay-in, #1729.

#### 2.02 SUSPENSION SYSTEM

- A. Manufacturers:
  - 1. Same as for acoustical units.
- B. Metal Suspension Systems General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- C. Exposed Steel Suspension System: Formed steel, commercial quality cold rolled; heavy-duty.
  - 1. Profile: Tee; 15/16 inch wide face.
  - 2. Finish: White painted.
  - 3. Products:
    - a. Prelude by Armstrong.
    - b. Substitutions: See Section 01-6000 Product Requirements.

#### 2.03 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
  - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
- C. Seismic Restraint
  - 1. Armstrong Seismic Rx Suspension System, ICC Report ESR-1308
  - 2. BERC-2 clips required on two adjacent walls, with grid attached to wall perimeter molding on opposite walls.
  - 3. BERC-2 clips attached to main grid beam and cross tees.
  - 4. Install in strict accordance with manufacture requirements to meet seismic requirements.

#### PART 3 EXECUTION

#### 3.01 INSTALLATION - SUSPENSION SYSTEM

- A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- B. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- C. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- E. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- F. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- G. Do not eccentrically load system or induce rotation of runners.
- H. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Use longest practical lengths.
  - 2. Overlap and rivet corners.
- I. Suspended ceiling system shall be braced for lateral loads. Contractor shall brace as follows or as required to meet ASTM C636 and as required to comply with Seismic Design Catagory D, per ASCE Standards.
  - Contractor shall submit design calculations substantiating lateral restraint or shall install (4) no. 12 gauge wires to main runner within 2 inches of cross runner intersections and splayed out 90 degrees, at a maximum angle of 45 degrees. Lateral support wires to be spaced at 12'-0" maximum each way, 4'-0" maximum from wall. Attachment of the restraint wires to structure above shall be adequate for load imposed. Provide compression strut at each group of restraint wires.

#### 3.02 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
  - 1. Make field cut edges of same profile as factory edges.

## 3.03 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

## END OF SECTION

#### SECTION 09-6500 RESILIENT FLOORING

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Resilient sheet flooring.
- B. Resilient tile, Luxury Vinyl Tile (LVT) flooring.
- C. Safety resilient flooring.
- D. Cove base.
- E. Resilient base.
- F. Installation accessories.

#### 1.02 RELATED REQUIREMENTS

- A. Section 03-3000 Cast-in-Place Concrete: Restrictions on curing compounds for concrete slabs and floors.
- B. ROOM FINISH SCHEDULE.

#### 1.03 REFERENCE STANDARDS

- A. ASTM F1303 Standard Specification for Sheet Vinyl Floor Covering with Backing 2004 (Reapproved 2021).
- B. ASTM F1861 Standard Specification for Resilient Wall Base 2021.
- C. ASTM F2034 Standard Specification for Sheet Linoleum Floor Covering 2018.
- D. RFCI (RWP) Recommended Work Practices for Removal of Resilient Floor Coverings 2011.

#### 1.04 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01-6000 Product Requirements, for additional provisions.

#### 1.05 FIELD CONDITIONS

A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.

B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

## PART 2 PRODUCTS

#### 2.01 SHEET FLOORING

- A. Vinyl Sheet Flooring Type[RS-3]: Homogeneous without backing, with color and pattern throughout full thickness.
  - 1. Minimum Requirements: Comply with ASTM F1913.
  - 2. Total Thickness (Wear Layer Thickness): [0.075] inch, (2.5mm) nominal.
  - 3. Sheet Width: 72 inch minimum.
  - 4. Static Load Resistance: 250 psi minimum, when tested as specified in ASTM F970.
  - 5. Seams: Heat welded.
  - 6. Integral coved base with cap strip, as noted in Room Finish Schedule.
  - 7. Manufacturers:
    - a. Mannington; Product "Fine Fields".
    - b. Substitutions: See Section 01-6000-Product Requirements.
- B. Vinyl Resilient Tile Flooring Type LVT1: Luxury Vinyl Tile.
  - 1. Manufacturers:
    - a. Milliken "DISTRICT", Midtown Village.
    - b. Substitutions: See Section 01-6000 Product Requirements.
  - 2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648.
  - 3. Wear Layer Thickness: 0.020 inch minimum.
  - 4. Total Thickness: 1.157 inch minimum (4.0 mm).
  - 5. Size: 18 x 18 inches.
  - 6. Style: Access Stone.
  - 7. Pattern/color: to be determined from standard color selections.

#### 2.02 RESILIENT BASE

- A. Resilient Base (RBR1): ASTM F1861; top set <u>Style B, Cove.</u>
  - 1. Manufacturers:
    - a. Burke Flooring: www.burkeflooring.com.
    - b. Substitutions: See Section 01-6000 Product Requirements.
    - 2. Height: 4 inch.
    - 3. Color: Color as selected from manufacturer's standards.

#### 2.03 ACCESSORIES

- A. Underlayment: provide APA underlayment rated grade plywood, 1/4 inch thickness. Provide at all vinyl flooring, sheet and tile.
- B. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- C. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
  - 1. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.

- D. Moldings, Transition and Edge Strips: Same material as flooring.
- E. Filler for Coved Base: Plastic.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
- C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for resilient flooring installation by testing for moisture and pH.
  - 1. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.

#### 3.02 PREPARATION

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is fully cured.

#### 3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints and butt seams tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

#### 3.04 SHEET FLOORING

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns carefully at seams.
- B. Seams are prohibited in bathrooms, kitchens, toilet rooms, and custodial closets.
- C. Seal seams by heat welding where indicated.
- D. Double cut sheet at seams.
- E. Lay flooring with tightly butted seams, without any seam sealer unless otherwise indicated.
- F. Finish seams in sheet vinyl by heat welding.
- G. Coved Base: Install as detailed on drawings and Room Finish Schedule, using coved base filler as backing at floor to wall junction. Extend sheet flooring vertically to height indicated, and cover top edge with metal cap strip.

#### 3.05 RESILIENT TILE FLOORING

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
- B. Spread adhesive with notched trowel. Place tile carefully and accurately to avoid repositionin. Roll each sectino immeditately, in both directions with a minimum 100 lb. three-section roller, the re-roll entire floor, in both directions with 1 hour. Hand roll in areas that cannot be reached with a big roller.
- C. Prohibit furniture, fixtures, wash or wax on floor for minimum of 48 hours after installation complete.
- D. Lay flooring with joints and seams parallel to building lines to produce symmetrical tile pattern.
- E. Install square tile to directed pattern. Allow minimum 1/2 full size tile width at room or area perimeter.
- F. Install plank tile with a random offset of at least 6 inches from adjacent rows.

#### 3.06 RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.

#### 3.07 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.
# 3.08 PROTECTION

A. Prohibit traffic on resilient flooring for 48 hours after installation.

# **END OF SECTION**

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### SECTION 09-9000 PAINTING AND COATING

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
  - 1. Mechanical and Electrical:
    - a. In finished areas, paint all insulated and exposed pipes, unless otherwise indicated.
    - b. In finished areas, paint shop-primed items.
    - c. On the roof and outdoors, paint all equipment that is exposed to weather or to view, including that which is factory-finished.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Floors, unless specifically so indicated.
  - 6. Glass.
  - 7. Acoustical materials, unless specifically so indicated.
  - 8. Concealed pipes, ducts, and conduits.

# 1.02 RELATED REQUIREMENTS

#### 1.03 DEFINITIONS

A. Conform to ASTM D16 for interpretation of terms used in this section.

#### 1.04 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. ASTM D16 Standard Terminology for Paint, Related Coatings, Materials, and Applications 2019.
- C. ASTM D4442 Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.

### 1.05 SUBMITTALS

A. See Section 01-3000 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide data on all finishing products, including VOC content.
- C. Samples: Submit two paper chip samples, 8x8 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.

### 1.06 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, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### 1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Benjamin Moore & Co: www.benjaminmoore.com/#sle.
  - 2. Sherwin-Williams.
- C. Transparent Finishes:
  - 1. Same as above.
- D. Stains: 1. Same as above.
- E. Primer Sealers: Same manufacturer as top coats.1. Same as above.
- F. Substitutions: See Section 01-6000 Product Requirements.

#### 2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.

- 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
- 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Colors: As indicated on drawings.
  - 1. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

# 2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint WE-OP-3L Wood, Opaque, Latex, 3 Coat unfinished wood trim, soffits:
  - 1. One coat of latex primer sealer.
  - 2. Semi-gloss: Two coats of latex enamel; Moorcraft Super Spec Latex House & Trim No. 170, applied at dry film thickness of not less than 1.1 mils per coat.
- B. Paint WE-OP-2L Wood, Opaque, Latex, 2 Coat Preprimed Siding & Trim:
  - 1. One coat of latex primer sealer touch up as needed on bare surfaces, end cuts, etc.
  - 2. Semi-gloss: Two coat of latex enamel; Moorcraft Super Spec Latex House & Trim No. 170, applied at dry film thickness of not less than 1.1 mils per coat.
- C. Paint WE-TR-VS Wood, Semi-Transparent Stain:
  - 1. One coat of stain; Moorwood Alkyd Semi-Transparent Deck & Siding Stain.
- D. Paint ME-OP-3A Ferrous Metals, Unprimed, Alkyd, 3 Coat:
  - 1. One coat of alkyd primer.
    - 2. Semi-gloss: Two coats of alkyd enamel; Benjamin Moore Paints: IMC DTM Acrylic Semi-Gloss (M29). Applied at a dry film thickness of not less than 2.0 mils per coat.
- E. Paint ME-OP-2A Ferrous Metals, Primed, Alkyd, 2 Coat:
  - 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
  - 2. Semi-gloss: Two coats of alkyd enamel; Benjamin Moore Paints: IMC DTM Acrylic Semi-Gloss (M29). Applied at a dry film thickness of not less than 2.0 mils per coat.

# 2.04 PAINT SYSTEMS - INTERIOR

- A. Paint WI-OP-3L Wood, Opaque, Latex, 3 Coat:
  - 1. One coat of latex primer sealer.
  - 2. Semi-gloss: Two coats of latex enamel; Benjamin Moore Paints; Moorcraft Super Spec Latex Semi-Gloss Enamel No. 276: Applied at a dry film thickness of not less than 1.2 mils per coat..
- B. Paint WI-TR-VS Wood, Transparent, Varnish, Stain:

21.03 Coquille High School CTE	
Shop Renovation	

- 1. One coat of stain; Benjamin Moore Paints; Benwood Wood Finishes Penetrating Stain (234).
- 2. One coat sealer.
- 3. Gloss: One coat of varnish; Benjamin Moore; Stays Clear Acrylic Polyurethane No. 423, Satin.
- C. Paint MI-OP-3L Ferrous Metals, Unprimed, Latex, 3 Coat:
  1. One coat of latex primer.
- D. Paint MI-OP-2L Ferrous Metals, Primed, Latex, 2 Coat:
  - 1. Touch-up with latex primer.
  - 2. Gloss: Two coats of latex enamel; Benjamin Moore Paints: IMC DTM Acrylic Semi-Gloss (M29). Applied at a dry film thickness of not less than 2.0 mils per coat.
- E. Paint GI-OP-3L Gypsum Board/Plaster, Latex, 3 Coat:
  - 1. One coat of alkyd primer sealer.
  - 2. Eggshell: Two coats of latex enamel; Moorcraft Super Spec Latex Eggshell Enamel No. 274: Applied at a dry film thickness of not less than 1.3 mils per coat.

### 2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

# 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 affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
  - 3. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating 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 or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.

- E. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- G. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- H. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- I. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- J. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.
- K. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- L. Exterior Wood to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior calking compound after sealer has been applied. Prime concealed surfaces.
- M. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.
- N. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

# 3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's instructions.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Sand wood surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

- H. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

# **END OF SECTION**

### SECTION 10-1400 SIGNAGE

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Bathroom / Custodial signs.

#### 1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- B. ADA Standards Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- C. ICC A117.1 Accessible and Usable Buildings and Facilities; International Code Council; 2009 (ANSI).
- D. American Society for Testing and Materials (ASTM).
   1. B 584-73 Copper Alloy Sand Castings for General Applications.

#### 1.03 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. B 584-73 Copper Alloy Sand Castings for General Applications.
- C. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- D. Signage Schedule: Provide information sufficient to completely define each sign for fabrication, including room number, room name, other text to be applied, sign and letter sizes, fonts, and colors.
  - 1. Submit for approval by Owner through Architect prior to fabrication.
- E. Samples: Submit two samples of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- F. Selection Samples: Where colors are not specified, submit two sets of color selection charts or chips.
- G. Verification Samples: Submit samples showing colors specified.
- H. Manufacturer's Installation Instructions: Include installation templates and attachment devices.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

#### 1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with minimum five years of documented experience.

# 1.05 SUBMITTALS

### A. Shop Drawings.

- 1. Full size detail of each style of lettering employed, showing height, stroke, depth and width.
- 2. Cross section through border and background.
- 3. Paper masque proof copy or rubbing complete layout showing background texture and all special artwork.
- 4. Section showing fastener and method of mounting.
- 5. Indicate plaque material background.
- B. Manufacturer's Recommendations.
  - 1. Setting cement.
  - 2. Acrylic lacquer.
  - 3. Oxidizing agent.
- C. Procedures for care of finished surface.

# 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package room and door signs in sequential order of installation, labeled by floor or building.
- B. Package signs as required to prevent damage before installation.1. Store tape adhesive at normal room temperature.
- C. Certificates: Manufacturer's certification that materials meet specification requirements.

# 1.07 FIELD CONDITIONS

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

# PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Flat Signs:
  - 1. Best Sign Systems, Inc: www.bestsigns.com.
  - 2. Mohawk Sign Systems, Inc: www.mohawksign.com.
  - 3. Seton Identification Products: www.seton.com/aec.
  - 4. Substitutions: See Section 01-6000 Product Requirements.
- B. Dimensional Letter Signs: 6" High Metal Letters
  - 1. Metallic Arts: Spokane, Washington.
  - 2. The Southwell Company; San Antonio, Texas.
  - 3. Or approved equivalent.

### 2.02 SIGNAGE APPLICATIONS

A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.

- B. All signs include Braille and Tactile Text and/or Image.
- C. Room Signs:
  - 1. Sign Type: Flat signs with engraved panel media as specified.
  - 2. Rest Rooms: Identify all Rest Rooms with pictograms and braille.
  - 3. Quanity/Sign:
    - a. (1) Custodial
    - b. (2) All User

#### 2.03 SIGN TYPES

- A. Flat Signs: Signage media without frame.
  - 1. Edges: Square.
  - 2. Corners: Radiused.
  - 3. Wall Mounting of One-Sided Signs: Tape adhesive.
- B. Color and Font: Unless otherwise indicated:
  - 1. Character Font: Helvetica, Arial, or other sans serif font.
  - 2. Character Case: Upper case only.
  - 3. Background Color: TBD.
  - 4. Face Color: TBD.

### 2.04 TACTILE SIGNAGE MEDIA

- A. Engraved Panels: Laminated colored plastic; engraved through face to expose background color for characters:
  - 1. Total Thickness: 1/8 inch.

#### 2.05 ACCESSORIES

- A. Concealed Screws: Stainless steel.
- B. Tape Adhesive: Double sided tape, permanent adhesive.
- C. Refer to the manufacturer's recommendations for installation of cast metal letters on exterior of building.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify that substrate surfaces are ready to receive work.

## 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs where indicated:1. If no location is indicated obtain Owner's instructions.
- D. Protect from damage until Substantial Completion; repair or replace damage items.

# **END OF SECTION**

### SECTION 10-2601 WALL AND CORNER GUARDS

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Corner guards.
- B. Wall Protection.

### 1.02 SUBMITTALS

- A. See Section 01-3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate physical dimensions.
- C. Samples: Submit two sections of bumper rail, 24 inch long, illustrating component design, configuration, color and finish.
- D. Manufacturer's Instructions: Indicate special procedures, perimeter conditions requiring special attention.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Wall and Corner Guards: See Section 09-0502 Finish Materials.
  - 1. Construction Specialties, Inc: www.c-sgroup.com/#sle.
  - 2. Inpro: www.inprocorp.com.
  - 3. Substitutions: See Section 01-6000 Product Requirements.

## 2.02 COMPONENTS

- A. Corner Guards Surface Mounted:
  - 1. Performance: Resist lateral impact force of 100 lbs at any point without damage or permanent set.
  - 2. Width of Wings: 2 inches.
  - 3. Corner: Square.
  - 4. Color: As selected from manufacturer's standard colors.
  - 5. Length: One piece.
  - 6. Preformed end caps.

# 2.03 FABRICATION

#### PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that rough openings, concealed blocking, and anchors are correctly sized and located.

B. Verify that field measurements are as indicated on drawings.

# 3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions, level and plumb, secured rigidly in position to wall framing members only.
- B. Position corner guard 4 inches above finished floor to 86 inches high.

# 3.03 TOLERANCES

- A. Maximum Variation From Required Height: 1/4 inch.
- B. Maximum Variation From Level or Plane For Visible Length: 1/4 inch.

# END OF SECTION

### SECTION 10-2800 TOILET, BATH, AND LAUNDRY ACCESSORIES

# PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Accessories for toilet rooms and utility rooms.
- C. Utility room accessories.
- D. Grab bars.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Commercial Toilet, Shower, and Bath Accessories:
  - 1. AJW Architectural Products: www.ajw.com/#sle.
  - 2. American Specialties, Inc: www.americanspecialties.com/#sle.
  - 3. Bradley Corporation: www.bradleycorp.com/#sle.
  - 4. Bobrick
  - 5. Substitutions: Section 01-6000 Product Requirements.

#### 2.02 FINISHES

A. Stainless Steel: Satin finish, unless otherwise noted.

# 2.03 COMMERCIAL TOILET ACCESSORIES

- A. Toilet Paper Dispenser: large roll, surface-mounted, stainless steel unit with pivot hinge, tumbler lock.
  - 1. Furnished by Owner, Installed by Contractor.
- B. Paper Towel Dispenser: Large single roll paper type.
  - 1. Furnished by Owner, Installed by Contractor.
- C. Manual Soap Dispenser: Foam soap dispenser, deck-mounted on vanity, with container concealed below deck; chrome-plated brass with bright polished finish; chrome-plated deck escutcheon.
  - 1. Furnished by Owner, Installed by Contractor.
- D. Grab Bars: Stainless steel, smooth surface.
- E. Grab Bars: Stainless steel, 1-1/4 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
  - 1. Length: 42, 36, and 18 inches.
- F. Mirrors: Polished Stainless Steel.
  - 1. Sizes: 24" x 36". See elevations for locations.

# 2.04 UTILITY ROOM ACCESSORIES

- A. Mop and Broom Holder: 0.05 inch thick stainless steel, Type 304, hat-shaped channel.
  - 1. Holders: Three spring-loaded rubber cam holders.
  - 2. Length: 36 inches.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as indicated on drawings.
- D. See Section 06-1000 for installation of blocking in walls.

# 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.
- D. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings

# 3.04 SCHEDULE

- A. TOILET ROOM (2), room to have:
  - 1. (1) 36 inch grab bar
  - 2. (1) 42 inch grab bar
  - 3. (1) 18 inch grab bar
  - 4. (2) soap dispenser, deck mounted, Owner Furnished (OF), Contractor Installed (CI)
  - 5. (1) Toilet Tissue Dispenser, OF, CI
  - 6. (1) Paper Towel Dispenser, OF, CI
  - 7. (1) Mirror 24 w x 36h
- B. JANITOR 108, room to have:
  - 1. (1) Mop and broom holder

# END OF SECTION

#### SECTION 21-1300 FIRE SUPPRESSION SPRINKLER SYSTEM

### PART 1 GENERAL

#### 1.01 DESCRIPTION

- A. The provisions of the General Requirements, Supplementary Requirements, and Division 1 apply to the plumbing work specified in this Division.
- B. The requirements of this section apply to the fire suppression system.
- C. Provide all items, articles, materials, equipment, operations and/or methods listed, mentioned, shown and/or scheduled on the Drawings and/or in these Specifications, including all design, labor, supervision, services, permits, fees, and incidentals necessary and required to provide a complete and operable facility with complete systems as shown, specified, and required by applicable codes. Provide all labor and material and perform such other services necessary and reasonably incidental to the design and installation of an automatic sprinkler system for all areas indicated on the Drawings and as required by the Governing Agency.

#### 1.02 QUALITY ASSURANCE

- A. Contractor Qualifications:
  - 1. Established fire protection Contractor regularly engaged in the design and installation of automatic fire sprinkler systems.
  - 2. Employ workers experienced and skilled in this trade.
- B. Governing Agency: All work in accordance with and accepted by the following hereafter referred to Governing Agencies:
  - 1. State of Oregon Fire Marshal.
  - 2. City of Coquille, Oregon Fire Marshal.
- C. Design Requirements:
  - 1. Comply with the latest issue of NFPA Standard 13.
  - 2. Design, lay out and install a system utilizing code approved automatic devices designed particularly for use in this type of system.
  - 3. Fire Sprinkler Coverage: As required by the Governing Agency and including fire protection of all areas in the scope of work shown on FP1.0.
  - 4. Occupancy Hazard: Minimum required sprinkler coverage is indicated. Final Occupancy Hazard designation in accordance with the Governing Agency requirements.
  - 5. Seismic Restraint: Include load calculations for seismic restraints on drawings.
  - 6. Contractor shall review all drawings and determine where unheated spaces, concealed combustible spaces, overhead doors, or similar special conditions exist and provide sprinkler protection as required.
  - 7. Revisions to the Contractor's design required by the Governing Agency shall be at the Contractor's expense.
- D. Acceptable Manufacturers: All sprinkler specialty material by Reliable, Globe, Tyco, Victaulic, and Viking, with UL or FM approval for use in automatic sprinkler systems. All materials and equipment suitable for 175 psi working pressure.
- E. Field Wiring: It is the intent of these specifications that all systems shall be complete and operable. Refer to all drawings and specifications, especially the electrical drawings, to determine voltage, phase, circuit ampacity and number of connections provided. Provide all necessary field wiring and devices from the point of connection indicated on the electrical drawings. All equipment shall be installed in compliance with the Electrical Code and the equipment's UL listing. Bring to the attention of the Architect in writing, all conflicts, incompatibilities, and/or discrepancies prior to bid or as soon as discovered.

#### 1.03 WORK OF OTHER CONTRACTS

A. Work under this contract shall be conducted in a manner to allow for the future installations of such equipment or items listed in other sections of this Specification.

### 1.04 WORK OF OTHER DIVISIONS

- A. Work under this Division shall be conducted in a manner to cooperate with the installation of such equipment or items as specified in other Divisions.
- B. Consult all Drawings and Specifications in this project and become familiar with all equipment to be installed. Coordinate all aspects of the construction with the other trades on the job to ensure that all work and materials required to provide a complete and operational facility are included in the bid.
- C. Coordinate work in congested areas with other trades. Give right-of-way to plumbing waste and vent piping and to ductwork.

### 1.05 SUBMITTALS

- A. Working Drawings:
  - Prepare fire protection system working drawing showing locations and types of heads or outlets, alarm valves and devices, pipe sizes and cutting lengths, test tees and valves, drain valves, and other related items. Plans shall include identification of hydraulic nodes referenced in the calculations. Each remote area included in the calculations shall be clearly identified on the plans.Plans shall be stamped and signed by the responsible certified designer. Plans shall be completed using CAD.
     Provide 3 sets of drawings showing sprinkler head locations and layout coordinated with
  - 2. Provide 3 sets of drawings showing sprinkler head locations and layout coordinated with architectural ceiling details including surface mounted light fixtures and similar items to the Architect for review prior to submitting details to the Governing Agencies.
  - 3. Provide 6 sets of drawings to the Architect to be provided to Insurance Underwriter for approval.
  - 4. Provide 6 sets of drawings to designated representatives of the Fire Marshal for approval.
  - 5. Then provide 6 sets of approved Drawings to the Architect for final review.
- B. Submittals: Provide submittals for the following products.
  1. Sprinkler Heads: Product Data for each type of head.
- C. Test Reports: Submit certificates of completion of tests and inspections.

# 1.06 EXTRA STOCK

- A. Additional Heads: Provide number, type and temperature rating installed as required to meet NFPA 13 requirements.
- B. Index Label: Provide for each head indicating manufacturer, model, orifice, size or K-factor, and temperature rating. Also provide inside cabinet a list of heads stored within and brief description of where installed.

#### 1.07 WARRANTY

- A. Furnish, prior to application for final payment, three copies of written and signed guarantee effective a period of one year from date of completion and acceptance of entire project; agree to correct, repair and/or replace defective materials and/or equipment or the results of defective workmanship without additional expense to the Owner. Where no response satisfactory to the Owner has occurred within three working days from the written report of a warranty covered defect, the Contractor shall agree to pay for the cost of repair of the reported defect by a Contractor of the Owner's choice.
- B. Where the manufacturer's guarantee exceeds one year, the longer guarantee shall govern and include the Contractor's labor.

# PART 2 PRODUCTS

#### 2.01 MATERIALS AND EQUIPMENT

- Sprinkler Heads: Approved heads with temperature ratings required for service indicated. Α. Unfinished Areas: Upright, pendant or sidewall spray type, plain bronze. 1.
  - Finished Areas: Chrome platedWhite, pendant] and sidewall heads in finished ceilings, 2. walls, and soffits with chrome plated escutcheons. Where piping is exposed use bronze]= upright heads.
  - Dry pendant or dry sidewall heads for small areas subject to freezing and for pendant 3. heads on dry pipe systems.
- System Piping: Β.
  - Above Ground Water Piping: Use standard weight (schedule 40) black steel pipe ASTM A53, A135, or A795, with antimicrobial interior coating and cast iron screwed or mechanical joint fittings especially adapted and approved for sprinkler work. Use reducing fittings where changes in pipe size occur. Bushings are prohibited. [Provide galvanized pipe for dry systems.]
  - At Contractor's option, Schedule 10 black steel pipe ASTM A135 or ASTM A795 with 2. antimicrobial interior coating, and mechanical joint fittings specifically approved for sprinkler use, may be substituted for the black steel pipe specified above. Pipe shall be UL listed and FM approved for 300 psi working pressure. Pipe must have a CRR of 1.00
  - or greater. [Provide galvanized pipe for dry systems.] At Contractor's option, thin wall threadable steel pipe, ASTM A135 or A795, and cast 3. iron or malleable iron screwed fittings 11/2" and smaller, approved for sprinkler work. [Provide galvanized pipe for dry systems.]
  - At Contractor's option, flexible sprinkler head drops may be used in lieu of rigid piping. 4. Hose assembly shall be UL 2443 listed and FM 1637 approved. Devices shall approved per be IBC 1621 or ASCE 7 as an alternative to seismic escutcheons. Ceiling attachment bracket shall be seismically certified. Hose assembly constructed of fully welded corrugated 304 stainless steel hose with stainless steel overbraid with threaded stainless steel pipe fittings. Device shall be listed for 175 PSI working pressure. Hose and 304 stainless steel threaded ends shall be welded per AHSI / AWS B2.1-00. No gaskets, O-rings, flares, or similar mechanical joints permitted. FlexHead Industries or equal.
- C. Pipe Escutcheons: Provide polished chrome escutcheons on pipe extending through finished walls and ceilings, oversized to meet seismic requirements..
- D. Valves: UL and/or FM listed for fire protection service.
  - 1.
  - Iron body OS&Y pattern, bronze mounted double disc, parallel seat. Iron body butterfly style with EPDM liner, bronze disc with indicating type gear operator. 2.
  - 3. Bronze body ball valve, three-piece design, with approved operator.
  - 4. Where required by Governing Agency, provide wall or post style indicating valves.

# PART 3 EXECUTION

#### 3.01 COORDINATION

- Where the work must be sequenced and positioned with precision in order to fit into the Α. available space, prepare accurate large scale shop drawings showing the actual physical dimensions required for the installation coordinated with other trades and submit prior to purchase/fabrication/installation of any of the elements involved in the coordination.
- Β. Cooperate with other trades in furnishing material and information for sleeves, bucks, chases, mountings, backing, foundations and wiring required for installation of mechanical items.
- C. Coordinate all work with other trades and determine in advance necessary pipe routing to avoid conflicts. Rerouting of piping to avoid conflicts with plumbing piping or ductwork shall be the responsibility of the Contractor.

#### 3.02 INSTALLATION

Α. Connect to water supply source as shown on Drawings, check adequacy, and call any deficiency to attention of Architect. Coordinate with work in Division 22 and 33.

- B. Install all piping in a true and even manner with lines pitched for drainage and system arranged so that it can be entirely emptied of water. Install hangers at all branch line connections to cross mains and at all other points as required in NFPA standards.
- C. Support all pipe work from building construction with mild steel hangers spaced not more than 12 feet on centers. Support mains independently of branches, and in no case shall branch hangers assume any portion of the weight of mains. Do not drill or punch flanges of beams, purlins, joists, etc. for hanger attachment without written permission from the structural engineer. Do not bend hanger rods. Provide seismic restraints and flexible connections in accordance with building code requirements.
- D. Locate sprinkler heads in repeating, modular pattern, centered and accurately coordinated with ceiling grid as indicated. Coordinate design with lighting, HVAC system, and other ceiling features.
- E. Conceal all piping in areas with finished ceilings unless indicated otherwise.
- F. Install all wet system piping on the warm side of the building insulation. In attic spaces with blown in insulation, provide batt insulation, tenting, or baffles above the piping to prevent insulation from filling the area between the heated space and the piping.
- G. Flexible sprinkler head drops, including attachment brackets, shall be installed in accordance with the manufacturers instructions and approvals.
- H. Locate and install the required fire sprinkler alarm flow switch, relief valve, and test and drain valves where required by the Governing Agency. Identify valves with approved permanent placard.
- I. Provide a listed, supervised shutoff valve and a pressure gauge in each riser. A backflow preventer assembly may serve as the shutoff valve for a single riser when located in the riser room. Mount hydraulic calculation placard in visible location on each riser.
- J. Securely anchor air compressors in place and connect to the dry pipe valve with rigid piping and a braided/corrugated flexible stainless steel connector.

# 3.03 TEST

A. Test all pipes to a hydrostatic pressure of 200 psi and maintain for four hours minimum. Perform other tests as directed by Governing Agency.

# 3.04 PAINT

- A. Paint all exposed piping and hangers in accordance with Section 09-9100.
- B. Do not paint sprinklers.

# 3.05 CERTIFICATE OF COMPLETION

- A. Obtain and deliver to Owner a certificate, in duplicate, stating that system as installed has been inspected and accepted by authorities and/or agencies having jurisdiction, and that all regulations affecting work have been satisfied. Submit an acceptable certificate to the Owner before final payment is requested.
- B. Certificate: Contractors Material and Test Certificate for Aboveground Piping, Figure 25.1 per NFPA 13.

# END OF SECTION

#### **SECTION 22-0000** PLUMBING MATERIALS AND METHODS

#### PART 1 GENERAL

#### 1.01 DESCRIPTION

- The provisions of the General Requirements, Supplementary Requirements, and Division 1 Α. apply to the plumbing work specified in this Division.
- Β. The requirements of this Section apply to the plumbing systems specified in these Specifications and in other Division 22 sections.
- C. Provide all items, articles, materials, equipment, operations and/or methods listed, mentioned, shown and/or scheduled on the Drawings and/or in these Specifications, including all labor, supervision, services, permits, fees, and incidentals necessary and required to provide a complete and operable facility with complete systems as shown, specified, and required by applicable codes.
- D. The work shall include, but not be limited to, the following systems:
  - Water, sanitary sewer, and storm sewer service complete per serving utility company 1. requirements.
  - 2. 3. Service and distribution piping including valves, supports, insulation, etc.

  - Complete plumbing systems, including fixtures, trim, equipment, etc. Rough-in and final connection of plumbing equipment and fixtures furnished under other 4. Divisions of this Specification.
  - 5. Piping to and connection of equipment or fixtures furnished outside of these Specifications and Contract but described on the Drawings.
  - 6. Special systems as specified herein.
- E. Advise subcontractor, suppliers, and vendors involved in the work specified in this Section of the applicable requirements.

#### QUALITY ASSURANCE 1.02

- All work and materials shall conform to all applicable local and state codes and all federal, Α. state and other applicable laws and regulations. All clarifications and modifications which have been cleared with appropriate authorities are listed under the applicable sections. All electrical products shall bear the label of a recognized testing laboratory such as UL or CSA.
- Β. Whenever the requirements of the Specifications or Drawings exceed those of the applicable code or standard, the requirements of the Specifications and Drawings shall govern.
- C. Codes and Standards: Comply with the provisions of the following referenced codes, standards and specifications:
  - Federal Specifications (FS) 1.
  - American National Standards Institute (ANSI) 2.
  - 3. National Electrical Manufacturer's Association (NEMA)
  - 4. National Fire Protection Association (NFPA)
  - 5. Underwriters Laboratories, Inc. (UL)
  - 6. 7.
  - Factory Mutual (FM) International Building Code (IBC) with State and Local Amendments
  - International Mechanical Code (IMC) with State and Local Amendments Uniform Plumbing Code (UPC) with State and Local Amendments 8.
  - 9.
  - 10. American Society for Testing and Materials (ASTM)
  - Americans with Disabilities Act (ADA) 11.
  - 12. International Fire Code (IFC) with State and Local Amendments
  - Energy Policy Act (EPAct) 13.
  - Manufacturers Standardization Society (MSS) 14.
  - 15. National Sanitation Foundation (NSF)
  - 16. American Gas Association (AGA)

- D. Each piece of equipment furnished shall meet all detailed requirements of the Drawings and Specifications and shall be suitable for the installation shown. Equipment not meeting all requirements will not be acceptable, even though specified by name. Where two or more units of the same class of equipment are furnished, use product of the same manufacturer; component parts of the entire system need not be products of same manufacturer. Furnish all materials and equipment, new and free from defect and of size, make, type and quality herein specified or approved by the Architect. All materials shall be installed in a neat and professional manner.
- E. All apparatus shall be built and installed to deliver its full rated capacity at the efficiency for which it was designed.
- F. The Drawings and Specifications are complementary. What is called for by one shall be as though called for by both.
- G. Drawings: Do not reference or scale drawings for roughing-in measurements, nor use as shop drawings. Make field measurements and prepare shop drawings as required. Verify all dimensions with dimensioned architectural drawings. Coordinate work with shop drawings of other specification divisions.
- H. Field Wiring: It is the intent of these specifications that all systems shall be complete and operable. Refer to all drawings and specifications, especially the electrical drawings, to determine voltage, phase, circuit ampacity and number of connections provided. Provide all necessary field wiring and devices from the point of connection indicated on the electrical drawings. All equipment shall be installed in compliance with the Electrical Code and the equipment's UL listing. Bring to the attention of the Architect in writing, all conflicts, incompatibilities, and/or discrepancies prior to bid or as soon as discovered.

#### 1.03 WORK OF OTHER CONTRACTS

A. Work under this contract shall be conducted in a manner to allow for the future installations of such equipment or items listed in other sections of this Specification.

#### 1.04 WORK OF OTHER DIVISIONS

- A. Work under this Division shall be conducted in a manner to cooperate with the installation of such equipment or items as specified in other Divisions.
- B. HVAC piping systems, fuel piping systems, fire suppression piping systems, and control devices and control wiring relating to the heating and air conditioning systems are specified under other Divisions of these Specifications except for provisions or items specifically noted on the Drawings or specified herein.
- C. Consult all Drawings and Specifications in this project and become familiar with all equipment to be installed. Coordinate all aspects of the construction with the other trades on the job to ensure that all work and materials required to provide a complete and operational facility are included in the bid.
- D. All sections of Division 22 are interrelated and shall be considered in their entirety when interpreting any material, method, or direction listed in any section of Division 22. Individual sections are not written for specific subcontractors or suppliers but for the General Contractor.

#### 1.05 SUBMITTALS

- A. Installation Submittals: Submit all equipment submittals bound together in groups.
- B. Wiring Diagrams: Submit complete diagrams showing field installed wiring and devices.
- C. Submittal Review: Comply with the contract documents where deviations, discrepancies, and conflicts between the submittals and the contract documents are discovered prior to or after the review process.
- D. Project Record (As-Installed) Drawings:
  - 1. Keep Drawings clean, undamaged and up to date.

- 2. Accurately depict locations and changes of piping and ductwork and eradicate extraneous information.
- 3. Make Drawings available when requested by Architect for his review.
- 4. Submit as part of project close-out documents.
- E. Maintenance Manuals: Submit five (5) sets of Operating and Maintenance Instructions.

#### 1.06 **PROJECT CONDITIONS**

- A. General: Provide products which are compatible with other portions of the work and provide products with the proper or correct power and fuel-burning characteristics, and similar adaptations for the project.
- B. Arrangement: Arrange ductwork and piping parallel with primary lines of the building construction, and with a minimum of 7' overhead clearance in unfinished equipment rooms where possible. Conceal all piping and ductwork where possible unless indicated otherwise. Locate operating and control equipment properly to provide easy access, and arrange entire mechanical work with adequate access for operation and maintenance. Give right-of-way to piping which must slope for drainage. Set all equipment level or as recommended by manufacturer.
- C. Coordination: Where several elements of the work must be sequenced and positioned with precision in order to fit into the available space, prepare shop drawings showing the actual physical dimensions (at accurate scale) required for the installation and submit prior to purchase/fabrication/installation of any of the elements involved in the coordination.

### 1.07 WARRANTY

- A. Furnish, prior to application for final payment, three copies of written and signed guarantee effective a period of one year from date of completion and acceptance of entire project; agree to correct, repair and/or replace defective materials and/or equipment or the results of defective workmanship without additional expense to the Owner. Where no response satisfactory to the Owner has occurred within three working days from the written report of a warranty covered defect, the contractor shall agree to pay for the cost of repair of the reported defect by a Contractor of the Owner's choice.
- B. Where the manufacturer's guarantee exceeds one year, the longer guarantee shall govern and include the Contractor's labor.

# PART 2 PRODUCTS

#### 2.01 GENERAL

- A. General: Provide all new materials and equipment, identical to apparatus or equipment in successful operation for a minimum of two years. Provide materials of comparable quality omitted here but necessary to complete the work. Maximum allowable variation from stated capacities, minus 5% to plus 10% as approved in each case.
- B. Compatibility: Provide products which are compatible with other portions of the work and provide products with the proper or correct power and fuel-burning characteristics, and similar adaptations for the project.
- C. Efficiency: Service (Domestic) Water Heating Equipment shall comply with ASHRAE Standard 90.1-2019. Where equipment efficiencies are indicated, the use of alternate or substitute manufacturer's equipment with lower efficiencies is not permitted.
- D. Lead Content: Potable water piping, fittings, and valves not limited to faucets, mixing valves, or pressure reducing valves shall not exceed federal standards for lead content.
- E. Storage and Handling:
  - 1. Delivery: Deliver to project site with manufacturer's labels intact and legible.
  - 2. Handling: Avoid damage.
  - 3. Storage: Inside protected from weather, dirt and construction dust. Where necessary to store outside, elevate well above grade and enclose with durable, waterproof wrapping.

#### 2.02 PIPING MATERIALS

- Cast Iron DWV Pipe: Α.
  - Application: 1-1/2"" and larger. a. Sanitary waste 1.

    - Plumbing vent b.
    - Rain drain C.
  - 2. Pipe: Hubless cast iron soil pipe, CISPI 301-05/ASTM A 888-05.
  - Fittings: Hubless cast iron fittings: CISPI 301-05/ASTM A 888-05. 3.
  - 4. Couplings:
    - Standard Duty: Standard couplings meeting CISPI 310/ASTM A 1277. a.
    - Heavy Duty: No-hub couplings meeting ASTM C 1540, and FM 1680. ASTM C b. 564 neoprene gasket, type 304 SS corrugated shield and type 304 SS clamping bands.
    - d. Couplings to Dissimilar Pipe in Concealed Locations: Fernco "LowFlex" or approved substitute.
  - 5. Manufacturers: Cast iron pipe and fittings – AB&I, Charlotte Pipe, Tyler Pipe, or approved. All pipe shall be labeled by the manufacturer.
- Β.
- Plastic Pipe Drain, Waste, Vent (DWV): 1. Application: Where allowed by Code only.
  - a. Sanitary waste
  - Plumbing vent b.
  - Rain drain C.
  - 2. Pipe:
    - Poly(vinyl chloride) (ASTM D1784) (PVC) solid core plastic drain, waste and vent a. pipe (ASTM D2665 and D1785) and fittings (ASTM D2665) (DWV).
  - Fittings: Provide fittings of the type indicated, matching piping manufacture. Where not otherwise indicated, provide socket style, solvent weld fittings produced and 3. recommended for the service indicated by the piping manufacturer.
- C. Copper Pipe and Tube:

2.

- Application: 1.
  - Domestic water a.
  - Priming lines b.
  - Pipe: ASTM B88.
    - Above Ground Domestic Water: Type L hard temper copper with soldered joints. Underground Domestic Water and Priming Lines: Type L soft annealed with no а. b.
  - joints or type K hard tempered copper with silver soldered joints. Fittings: Wrought copper solder-joint fittings, ANSI B16.22.
- 3.
- Preinsulated Piping: Type K solder joint copper piping with 1" thick urethane insulation 4. protected by 20 gauge PVC outer jacket. Rovanco "Insul/80," equivalent Rikwil or approved substitute.
- Domestic Water, 2-1/2" and Larger: Rolled groove gasketed mechanical fittings with 5. UPC approval. Tyco-Grinnell CTS or Victaulic CTS, NIBCO Press System or approved.
- Domestic Water up to 4": UPC approved mechanically compressed copper or bronze fittings with EPDM O-ring seal. Viega ProPress, Mueller approved. 6.
  - а Manufacturers subject to compliance with requirements, provide products by one of the following:
    - 1) CopperPress® by Merit Brass
    - 2) 3) ViegaPro Press
    - Mueller
    - 4) Or Approved
  - Fittings for NPS 2 (DN 50) and Smaller: Wrought-copper fitting with EPDMb. rubber, O-ring seal in each end.
  - Fittings for NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Cast-bronze or wrought-C. copper fitting with EPDM-rubber, O-ring seal in each end.
  - CopperPress® fittings are designed to be used with ASTM B88 Type K, L and M d.  $\frac{1}{2}$ " – 4" copper tubing in the hard-drawn condition and soft copper tubing in sizes  $\frac{1}{2}$ " to 1  $\frac{1}{4}$ ".
  - Fittings shall have a mechanism to ensure they have been pressed consisting of e. one or more of the following:
    - Leak before press sealing element function. 1)

- 2) Visual indication band which can be removed once the Press has occurred.
- D. Plastic Pipe:
  - Application: Where approved by Code. 1.
    - Domestic water, systems operating at less than 80 psi and 140 degrees F. a.
    - Distilled and deionized water b.
  - 2. Pipe:
    - Cross-linked polyethylene (PEX-a) tubing for Water Service: ASTM F877; SDR 9. a. NSF-pw and NSF 61.
  - 3. Fittings: Cold expansion (ASTM F1960) style fittings of the type indicated, matching piping manufacturer. Where not otherwise indicated, provide fittings produced and recommended by the piping manufacturer for the service indicated.

#### 2.03 **MISCELLANEOUS PIPING MATERIALS/PRODUCTS**

- Α. Hangers: Provide factory-fabricated piping support systems including hangers, supports, clamps, hanger rod, inserts, supports, etc. Provide materials which are zinc plated or factory painted to prevent corrosion. Provide seismic restraints in accordance with code requirements.
- Valves: Provide factory fabricated valves of the type, body material, and pressure class indicated and service indicated. Where possible, provide valves from a single manufacturer. Β.
  - Install valves where required for proper operation of piping and equipment, including 1. valves in branch lines where necessary to isolate sections of piping.
  - 2. Locate valves in accessible spaces (or behind access panels) and so that separate support can be provided when necessary.
  - Install valves with stems pointed up, in the vertical position where possible, but in no 3. case with stems pointed downward from a horizontal plane.
  - Valve Access: Provide access panels to all valves installed behind walls, in furring or 4. otherwise inaccessible.

#### 2.04 **PIPING INSULATION**

- Interior and Exterior Piping Systems 32 to 180 Deg. F: Glass fiber preformed pipe insulation Α. with a minimum K-value of 0.23 at 75 deg. F, a minimum density of 3.5 pounds per cubic foot within all-service vapor barrier jacket, vinyl or pre-sized finish and pressure sensitive seal containing less than 0.1% by weight deca-PDE fire retardant.
- Pipe Temperatures Minus 30 to 180 Deg. F: Flexible, preformed, pre-slit, self-sealing elastomeric pipe insulation up to 2-1/8" ID, thermal conductivity of 0.27 BTU/hr. sq. ft./in. at 75 deg. F and vapor transmission rating of 0.2 perms/inch. Armstrong "Armaflex 2000" or, in Β. concealed locations, Imcoa or Nomaco also approved.

#### 2.05 PLUMBING MATERIALS

- Α. Cleanouts:
  - Manufacturer: J.R. Smith, Josam, Zurn, Wade. Smith numbers used as a basis of 1. selection.
  - 2. Types:
    - Tile Floor Cleanouts: Smith 4053-U with square heavy-duty nickel bronze top, a. taper thread, bronze plug, and vandalproof screws.
    - Carpeted Floor Cleanout: Smith 4023-U-X with round heavy-duty nickel bronze b. top, taper thread, bronze plug, carpet clamping device and vandalproof screws.
    - Concrete Floor Cleanout: Smith 4023 with round heavy-duty nickel bronze top, C. stainless steel shallow cover and vandalproof screws.
    - Wall Cleanouts: Smith 4472-U, bronze ferrule with raised head bronze plug, d.
    - stainless steel shallow cover and vandalproof screws. Outside Area Walks and Drives: Smith 4253-U-G with galvanized cast iron body, top secured with vandalproof screws, taper thread and bronze plug. Install in 18" e. x 18" x 6" deep concrete pad flush with grade.
- Flashing: Minimum 4# sheet lead; to extend horizontally 10" from edge of vent penetrations or Β. rain drain body and vertically 12" minimum up from roof turned over and down into hub of vent or finished with bronze cap providing counterflashing for screwed pipe.

- C. Shock Arrester: Precharged bellows or sealed piston type manufactured to meet PDI WH-201 and ASSE 1010 Standards. Size in accordance with PDI procedures. Jay R. Smith, PPP, Sioux Chief, Wade, Zurn, Watts, Josam, Mifab WHB or approved substitute.
- D. Priming Valves: Smith 2699, Wade W8800T, Zurn Z1022 or equivalent Precision Plumbing. Locate in closets, under counters or in walls behind access panels. Use copper previously specified.
- E. Traps: Except chrome plated fixture traps. Recessed drainage pattern for threaded pipe and same grade as pipe for cast iron and plastic pipe; with cleanout plugs in trap body in all above grade locations.

### 2.06 PLUMBING FIXTURES

- A. Fixture Color: White unless indicated otherwise.
- B. Stops: Furnish stop valves for all fixtures. Loose key style, in wall, angle or straight through pattern to fit installation. Stops to be all brass with full turn brass stem and replaceable washer, no plastic. Compression nuts to be high copper content brass. Finish to be copper nickel chrome plate. Product to carry manufacturer's name. Risers to be chrome plated copper. Provide chrome plated shallow escutcheons. McGuire, Chicago, Brasskraft, Keeney, Zurn, or approved substitute.
- C. Fixture Traps: Exposed fixture tailpieces, traps, and wastes shall be chrome plated seamless brass tube with deep or box style escutcheons as required to conceal rough piping. Concealed traps may be smooth tubular plastic.
- D. Provide handicap piping protector kit on all exposed accessible fixture traps and supplies.
- E. Lavatory Tempering Valve: The lavatory tempering valve shall be certified per ASSE 1070 at 0.25 GPM and CSA standards and shall have a lead free certified brass or copper alloy body with corrosion resistant internal components. It shall include integral checks with screens to prevent backflow and to filter debris from entering the valve. Temperature adjustment shall be made using an Allen wrench and a locknut or locking cap on the bonnet to prevent unauthorized or accidental temperature adjustment. Valve shall be tested to provide at least 1.5 GPM at no more than 5 PSI pressure drop. Temperature range shall be at least 85-115° F. Valve shall be Acorn model ST70, Powers LFLM495, or approved equal.
- F. Provide compliant fixture piping protector kit on all exposed accessible fixture traps and water supplies. ADA compliant and UPC listed. White anti-microbial molded vinyl or PVC construction. IPS Truebro Lav Guard 2 Series, McGuire ProWrap, or approved equal.
- G. Provide compliant fixture piping protector kit on lavatory exposed accessible fixture traps and water supplies. ADA compliant and UPC listed. White anti-microbial molded PVC construction. IPS Truebro Lav Shield or approved equal.
- H. 1.6 Gallon Flush Water Closet, Flush Valve, Vitreous China, "WC-1": Elongated water closet bowl shall be designed for 1.6 gallon siphon jet flushing action.
  - 1. Install each listed water closet with the following:
    - a. Flush Valve: Quiet acting, exposed chrome plated brass with ADA metal oscillating non-hold-open handle screwdriver check/control stop with vandal resistant cap, cast wall flange, synthetic rubber diaphragm, and vacuum breaker, as recommended by closet manufacturer. Sloan, Zurn.
    - b. Seat: Solid white heavy weight molded plastic seat with molded-in bumpers; open front less cover for elongated bowl with check and self-sustaining hinge. Hinge and hardware to be 300 Series stainless steel. Church 295-SSC, Beneke 523-SS/CH-B, or Bemis 1955 SS/C, Zurn Z5956SS-EL-STS.
  - 2. Floor Mounted, Top Spud 18" High: American Standard 3043.102, Kohler K-4368, Eljer 111-2145.
- I. Lavatory, Vitreous China, "LV-1":

- 1. Faucet (Single Handle Mixing Style): Chrome plated finish with single handle operation. Unit shall be ADA certified, and ASSE 1070 certified, 4" spread trim plate, vandal resistant 0.5 GPM aerator, and grid strainer waste. Separate base plates without antirotation mechanism to prevent faucet rotation are not allowed. Chicago 420-T Series or approved.
- Wall Hung, 20" x 18" Size "LV-1": Provide with concealed arm hangers and wall backing plate (Jay R. Smith, Josam, Wade, Watts, or Zurn). American Standard 0355.012, Kohler K-2005, or Eljer 051-2104.
- J. Drinking Fountains "DF-1": Elkay Bottle Filling Station and Versatile Bi-Level ADA Vandal-Resistanct Cooler Non-Filtered/Non-Refrigerated, Light Gray. Shall include antimicrobial green ticker, Hands Free, Laminar Flow, Real Drain. Furnish with ?Vandal Resiostant bubbler. Electronic Bottle Filler Sensor with Elecronic Front and Side Bubbler pushbar activation. Product shall be wall mount for indoor application. Elkay Model EZSTLDDWSVRLK, or approved substitute.
- K. Fixtures Furnished by Owner : S-1 will be furnished by the Owner. Include under this section the required rough-ins, 3/8" chrome plated supplies with stops, 1-1/2" chrome plated cast brass "P" trap (or, on kitchen sinks, 2" cast iron "P" traps) for each sink compartment, and make final connection. Verify all rough-ins and connection requirements before commencing work.

# PART 3 EXECUTION

### 3.01 LAYOUT AND COORDINATION

- A. Site Examination: Before starting work, carefully examine site and all contract Drawings. Become thoroughly familiar with conditions governing work on this project.
- B. Discrepancies: Any error, conflict or discrepancy in Plans, Specifications and/or existing conditions shall be reported immediately. Do not proceed with any questionable items of work until clarification of same has been made.

#### 3.02 INSTALLATION

- A. Locating and Positioning Equipment: Observe all Codes and Regulations and good common practice in locating and installing plumbing equipment and material so that completed installation presents the least possible hazard. Maintain adequate clearances for repair and service to all equipment. Installation of any equipment with less than minimum clearances shall not be accepted.
- B. Anchorage: Anchor and/or brace all mechanical equipment, piping and ductwork to resist displacement due to seismic action, include snubbers on equipment mounted on spring isolators.
- C. Drip Pans: Provide drip pans under all domestic water heaters. Fabricate pans of galvanized steel, 2" deep. Extend 3/4" drain to approved point of disposal.
- D. Trap priming: Prime all traps serving floor drains, floor sinks, trench drains, interior catch basins, and similar fixtures as required by code.
- E. Access Panels: Provide access panels with proper backing reinforcement for all equipment, fire and smoke dampers, dielectric unions and valves requiring service and installed above ceilings, behind walls, or in furring, complete with correct frame for type of building construction involved. Exact size, number and location of access panels are not necessarily shown on Drawings.
- F. Adjusting: Adjust and calibrate all automatic mechanical equipment, mixing valves, flush valves, float devices, etc. Adjust flow rates at each piece of equipment or fixture.

#### 3.03 PROTECTION

Protect all work and materials against loss or damage. Close all pipe openings with caps or Α. plugs. At final completion, thoroughly clean and deliver all work and equipment in an unblemished new condition. Keep all motors and bearings in watertight and dustproof covers during entire course of installation.

#### 3.04 **PIPE INSTALLATION**

- General: Install pipe, tube and fittings in accordance with recognized industry practices for Α. each indicated service without piping failure. Install each run with a minimum of joints and couplings, but with adequate and accessible unions and flanges for disassembly, maintenance and/or replacement of valves and equipment. Reduce sizes (where indicated) by use of reducing fittings. Align piping accurately at connections. Under no conditions shall beams, girders, footings or columns be cut for mechanical items. Casting of pipes into concrete is prohibited unless so shown on Drawings.
- Β. Piping Runs: Locate piping runs, except as otherwise indicated, vertically and horizontally (pitched to drain) and avoid diagonal runs wherever possible. Orient horizontal runs parallel with walls and column lines. If not otherwise indicated, run piping in the shortest route which does not obstruct usable space or block access for servicing the building and its equipment. Hold piping close to walls, overhead construction, columns and other structural and permanent-enclosure elements of the building. Wherever possible in finished and occupied spaces, conceal piping from view. Do not encase horizontal runs in solid partitions.

#### **PIPING JOINTS** 3.05

- General: Provide joints of the type indicated in each piping system, and where piping and joint Α. as manufactured form a system, utilize only that manufacturer's material.
- Cast Iron "No-Hub": All joints in accordance with the Cast Iron Soil Pipe Institute pamphlet No. Β. 100 "Installation Suggestions for 'No-Hub' Pipe and Fittings."
- C. Solder Copper Tube and Fitting Joints: In accordance with recognized industry practice. Cut tube ends squarely, ream to full inside diameter, and clean outside of tube ends and inside of fittings. Apply solder flux to joint areas of both tubes and fittings. Insert tube full depth into fitting, and solder in a manner which will draw solder full depth and circumference of joint. Wipe excess solder from joint before it hardens. "T-Drill" field-formed tees may be utilized where the main is at least two pipe sizes larger than the branch.
- D. Braze Copper Tube and Fitting Joints: Where indicated, in accordance with ANSI B31. Pass a slow stream of dry nitrogen gas through the tubing at all times while brazing to eliminate formation of copper oxide.
- Ε. Plastic Pipe/Tube Joints: Comply with manufacturer's instructions and recommendations, and with applicable industry standards: 1. Heat Joining of Thermoplastic Pipe: ASTM D-2657.

  - Making Solvent-Cemented Joints: ASTM D-2865 and ASTM F-402. 2.
- F. Insulating (Dielectric) Fittings: Comply with manufacturer's instructions for installing unions or fittings. Install in a manner which will prevent galvanic action and stop corrosion where the "joining of ferrous and non-ferrous piping" is indicated.
- G. Changes in Direction: Use fittings for all changes in direction. Run lines parallel with building surfaces.
- Η. Line Grades:
  - Drainage Lines: Run at maximum possible grade and in no case less than 1/8" per foot 1. within building.
  - 2. Vents: Pitch for drainage 1/4" per 10'.
  - Water: Pitch to low points and install hose bib drains. 3' minimum depth of ground 3. cover for all lines outside building unless otherwise noted.

- I. Unions and Flanges: At all equipment to permit dismantling and elsewhere as consistent with good installation practice.
- J. Expansion: Provide loops, swing joints, anchors, runouts and spring pieces to prevent damage to piping or equipment.

#### 3.06 MISCELLANEOUS PIPING EQUIPMENT

- Floor, Wall and Ceiling Plates: Chrome-plated pressed steel or brass screw locked split plates Α. on all pipe penetrations in finished spaces.
- Β. Strainers: Install in a manner to permit access for cleaning and screen removal and with blowoff valve.
- C. Sleeves: At all penetrations of concrete or masonry construction. PVC, 24 gauge galvanized steel or Schedule 40 galvanized steel pipe. Use steel pipe sleeves through beams, footings, girders or columns and for all penetrations of walls or floors below grade. Where floor finish is ceramic tile, terrazzo, or similar material extend standard steel pipe sleeves 1-1/2" above finished floor. Fabricate sleeves 1" diameter larger than pipe or insulation. PVC and sheet metal sleeves at non-structural penetrations only.
- Sleeve Caulking: Caulk insulated pipe with rubber link seal. Grout uninsulated pipe with cement mortar or waterproof mastic. All caulking or grouting shall extend full depth of sleeve. D. Utilize rubber sealing links in lieu of caulking. Install UL sealing caulk, putty and/or system at all penetrations of fire rated walls, floors and ceiling.
- Ε. Shock Arrestors: Install at the end of mains, on water closet and urinal headers, ahead of quick closing and solenoid operated valves, etc.

#### 3.07 **PIPING INSULATION**

- General: Insulate both metallic and non-metallic piping as subsequently specified. Insulation shall be continuous except where passing through structural members. Do not insulate Α. underground piping except at joints and fittings on preinsulated piping unless indicated otherwise.
- At the contractor's option and in accordance with Part 2 of this section, elastomeric insulation Β. may be installed on domestic water piping in thicknesses providing overall thermal resistance equivalent to the glass fiber insulation. Increased thickness is typically required. Installation shall comply with the manufacturer's recommendation with joints and seams completely sealed.
- C. Insulate Domestic Water Piping with glass fiber pipe covering:
  - 1.
  - Cold Water piping: 1/2" thick for cold water piping. Hot Water Piping: 1/2" thick for 3/4" and smaller piping. 1" thick for 1" and 1-1/4" piping. 2.
  - 1-1/2" thick for 1-1/2" piping. 1-1/2" thick for 2" and larger piping.
  - Insulate hot water return piping same as hot water piping. 3.
- D. Pipe Fittings:
  - Insulate and finish all fittings including valve bodies, bonnets, unions, flanges and 1. expansion joints with precut fiberglass insulation and preformed PVC covers sealed to adjacent insulation jacket for continuous vapor barrier covering over all fittings. Elastomeric insulation shall be cut and sealed at fittings.
  - Use elastomeric insulation at flexible pipe connections. 2.
  - 3. Provide removable/reusable insulation covers on 4" and larger valves, unions, flanges, pump casings, strainers and similar fittings or equipment requiring periodic service.
- Piping Insulation Lap Seams and Butt Joints: Install insulation jacket in accordance with Ε. manufacturer's recommendation. Where jacket joint and lap seams have not adhered, remove affected section of insulation and reinstall or, when accepted by the Architect, apply lap sealing adhesive in accordance with manufacturer's instructions.

### 3.08 FIXTURE INSTALLATION AND CONNECTION

- A. All exposed fixture hardware and piping shall be plated with polished chrome unless otherwise directed in these specifications.
- B. All fixtures in contact with finished walls and floors shall be caulked with waterproof, white, non-hardening sealant which will not crack, shrink or change color with age.
- C. All fixtures and component parts shall conform to governing codes.
- D. All fixtures shall be securely mounted level and plumb or as recommended by the manufacturer. Mount fixtures intended to be accessible to the handicapped at the dimensions required by code.

#### 3.09 CLEANING

- A. Remove construction protection, tags and labels and thoroughly clean all plumbing equipment and trim and scour all fixtures just prior to building acceptance.
- B. General: Clean all dirt and construction dust and debris from all mechanical piping systems and leave in a new condition. Touch up paint where necessary.
- C. Domestic Water System: Flush with clean water to eliminate grease, cuttings and foreign matter; run water until clear and free of oil. Chlorinate domestic water as per procedure outlined by Code.
- D. Waste and Storm Drainage System:
  - 1. Remove construction debris from cleanouts, drains, strainers, baskets, traps, etc., and leave same accessible and operable.
  - 2. Clear the interior of sewer piping of dirt and other superfluous material as the work progresses. Place plugs in the end of uncompleted piping at the end of the day or whenever work stops.
  - 3. Before final acceptance of completed sewer system, flush and clean the entire system with water. Trap and remove solid material obtained from flushing and cleaning from the new system. Do not allow debris to enter the existing sewer system.

#### 3.10 TEST

- A. General:
  - Minimum duration of two hours or longer, as directed for all tests. Furnish report of test observation signed by qualified inspector. Make all tests before applying insulation, backfilling, or otherwise concealing piping or connecting fixtures or equipment. Where part of the system must be tested to avoid concealment before the entire system is complete, test that portion separately, same as for entire system.
  - Provide all necessary temporary equipment for testing, including pump and gauges. Remove control devices before testing and do not use piping system valves to isolate sections where test pressure exceeds valve pressure rating. Fill each section with water and pressurize for the indicated pressure and time.
  - 3. Observe each test section for leakage at end of test period. Test fails if leakage is observed or if pressure drop exceeds 5% of test pressure.
- B. Repair:
  - 1. Repair piping systems sections which fail the required piping test by disassembly and re-installation, using new materials to the extent required to overcome leakage. Do not use chemical stop-leak compounds, solder, mastics, or other temporary repair methods.
  - 2. Drain test water from piping systems after testing and repair work has been completed.
- C. Sewer: Furnish all facilities and personnel for conducting the test. Test in accordance with the requirements of the State Plumbing Inspector and local authorities.
- D. Drainage and Vent Piping: Hydrostatic test by filling to highest point, but not less then 10' water column on major horizontal portion.
- E. Water Piping: Hydrostatic pressure of 100 psig without loss for four hours.

# 3.11 MECHANICAL WORK CLOSEOUT

A. Refer to the Division 1 sections for general closeout requirements. Calibrate all equipment requiring same.

# **END OF SECTION**

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#### **SECTION 23-0000 HVAC MATERIALS AND METHODS**

#### PART 1 GENERAL

#### 1.01 DESCRIPTION

- Α. Requirements Included:
  - The provisions of the General Requirements, Supplementary Requirements, and 1. Division 1 apply to the HVAC work specified in this Division.
  - 2. All materials, labor and equipment required to install complete heating, ventilating, and air conditioning work as shown on the drawings and specified herein.
  - 3. Cooperate with other trades.

#### 1.02 QUALITY ASSURANCE

- Α. Codes and Standards: Comply with the provisions of the following referenced codes, standards and specifications:
  - Federal Specifications (FS) 1.
  - 2. 3. American National Standards Institute (ANSI)
  - National Electrical Manufacturer's Association (NEMA)
  - National Fire Protection Association (NFPA) Underwriters Laboratories, Inc. (UL) 4.
  - 5.
  - 6.
  - Factory Mutual (FM) International Building Code (IBC) with State and Local Amendments 7.
  - 8. International Mechanical Code (IMC) with State and Local Amendments
  - Uniform Plumbing Code (UPC) with State and Local Amendments 9.
  - 10. American Society for Testing and Materials (ASTM)
  - Americans with Disabilities Act (ADA) 11.
  - 12. International Fire Code (IFC) with State and Local Amendments
  - Energy Policy Act (EPAct) 13.
  - Manufacturers Standardization Society (MSS) 14.
  - 15. American Gas Association (AGA)
- Β. Seismic Requirements: Provide seismic restraints in accordance with OSSC Section 1621. Design restraint systems in accordance with "Seismic Restraint Manual: Guidelines for Mechanical Systems," Second Edition, 1998, SMACNA, or "A Practical Guide to Seismic Restraint" ASHRAE RP-812, 1999.
- C. Field Measurements: Take prior to preparation of shop drawings and fabrication, where possible.
- D. Permits, Licenses, Fees, and Taxes: Obtain and pay for all permits, licenses, fees and taxes applicable to this project as required by law.
- Field Wiring: It is the intent of these specifications that all systems shall be complete and Ε. operable. Kefer to all drawings and specifications, especially the electrical drawings, to determine voltage, phase, circuit ampacity and number of connections provided. Provide all necessary field wiring and devices from the point of connection indicated on the electrical drawings. Bring to the attention of the Architect in writing all conflicts, incompatibilities, and/or discrepancies prior to bid. Provide all field wiring diagrams with each equipment submittal requiring same.
- F. Drawings: Drawings are diagrammatic and show the general design, arrangement, and extent of the systems. Do not scale drawings for roughing-in measurements, nor use as shop drawings. Make field measurements and prepare shop drawings as required. Coordinate work with shop drawings of other specification divisions.
- Insulation Thickness and Thermal Performance: Comply provisions of the State of Oregon G. Energy Efficiency Code, Ashrae 90.1-2019. Composite (insulation, jacket or facing and adhesives) fire and smoke hazard ratings shall not exceed a flame spread of 25 or smoke development of 50. Component ratings of accessories (adhesives, mastics, cements, tapes, finishing cloth for fittings) shall be same as requirements above and permanently treated. No water soluble treatments.

#### 1.03 SUBMITTALS

- Installation Submittals: Submit all equipment submittals bound together in groups. Α.
- Β. Wiring Diagrams: Submit complete diagrams showing field installed wiring and devices.
- C. Submittal Review: Comply with the contract documents where deviations, discrepancies, and conflicts between the submittals and the contract documents are discovered prior to or after the review process.
- D. Project Record (As-Installed) Drawings:
  - Obtain and pay for reproducible drawings from Architect. 1.

  - Keep Drawings clean, undamaged and up to date. Accurately depict locations and changes of piping and ductwork and eradicate 2. 3. extraneous information.
  - 4. Make Drawings available when requested by Architect for his review.
  - 5. Submit as part of project close-out documents.
- E. Maintenance Manuals: Submit five (5) sets of Operating and Maintenance Instructions.

#### 1.04 STORAGE AND HANDLING

- Α. Delivery: Deliver to project site with manufacturer's labels intact and legible.
- Β. Handling: Avoid damage.
- C. Storage: Inside protected from weather, dirt and construction dust. Where necessary to store outside, elevate well above grade and enclose with durable, waterproof wrapping.

#### **PROJECT CONDITIONS** 1.05

- General: Provide products which are compatible with other portions of the work and provide Α. products with the proper or correct power and fuel-burning characteristics, and similar adaptations for the project.
- Β. Arrangement: Arrange ductwork and piping parallel with primary lines of the building construction, and with a minimum of 7' overhead clearance in unfinished equipment rooms where possible. Conceal all piping and ductwork where possible unless indicated otherwise. Locate operating and control equipment properly to provide easy access, and arrange entire mechanical work with adequate access for operation and maintenance. Give right-of-way to piping which must slope for drainage. Set all equipment level or as recommended by manufacturer.
- C. Coordination: Where several elements of the work must be sequenced and positioned with precision in order to fit into the available space, prepare shop drawings showing the actual physical dimensions (at accurate scale) required for the installation and submit prior to purchase/fabrication/installation of any of the elements involved in the coordination.

#### 1.06 **STANDARDS**

- General: Provide all new materials and equipment, identical to apparatus or equipment in successful operation for a minimum of two years. Provide materials of comparable quality Α. omitted here but necessary to complete the work. Maximum allowable variation from stated capacities, minus 5% to plus 10% as approved in each case.
- Governing Standards: The following are typical standards generally referenced in these Β. specifications and identified by their acronym. Federal Specifications (FS), American Society for Testing Materials (ASTM), American National Standards Institute (ÀNŚI), Manufacturers Standardization Society of the Valve and Fitting Industry, Standard Practice (MSS SP-69), Cast Iron Soil Pipe Institute (CISPI) numbers are given.

# PART 2 PRODUCTS

#### 2.01 MISCELLANEOUS PIPING MATERIALS/PRODUCTS

A. Supports and Anchors: Provide pipe and equipment hanger, support, anchors and related items for complete anchor, hanger and support systems. Install hangers, supports, clamps, and attachments to support piping and equipment properly from the building structure. Use no wire or perforated metal to support piping, and no supports from other piping or equipment. For exposed continuous pipe runs, install hangers and supports of the same type and style as installed for adjacent similar piping.

#### 2.02 SHEET METAL

- A. Quality Assurance: Comply with requirements of the Oregon State Mechanical Specialty Code. Galvanized steel sheet metal except where otherwise indicated. Metal gauges, joints and reinforcement in accordance with SMACNA tables and recommendations.
- B. Acoustical Duct Lining: Line ducts with 1" thick, Manville "Lina-Coustic," Gustin Bacon "Ultra-Liner," or Owens Corning "Aeroflex" meeting NFPA 90A requirements for maximum flame spread and smoke developed. Mechanically attach lining to sheet metal duct with Manville Grip Nails or Gramweld welding pins. Provide fire retardant type adhesive similar to Manville No. 44 adhesive, Benjamin Foster 81-99, Insul-Coustic 22 or 3M equivalent.
- C. Duct Sealing Tapes: Provide UL listed ductwork sealing mastic or tape systems.
- D. Manual Volume Dampers:
  - 1. Construct of material two gauges heavier than duct in which installed; single plate up to 12" wide; multiple over 12" wide. Hem both edges 1/2" and flange sides 1/2". Use Young, Duro-Dyne or approved damper accessories.
  - 2. Location of all volume dampers is not necessarily shown on Drawings; minimum required is one in each supply, return or exhaust main and one in each branch.

#### 2.03 GRILLES, REGISTERS AND DIFFUSERS

- A. Description: Provide grilles, registers and diffusers as shown on the Drawings.
- B. Finishes:
  - 1. Steel: Flat white enamel prime coat, factory applied on ceiling diffusers. Others are to have a baked enamel finish, color as selected by Architect.
  - 2. Aluminum: Anodized clear finish unless indicated otherwise.
- C. Manufacturers: Carnes, Krueger, Titus, Price, Nailor, Metalaire, and Tuttle & Bailey are accepted substitutes where only Titus model numbers are listed. Where other manufacturer's products are listed and/or "accepted substitute" is indicated, only the products or an accepted substitute for that item shall be provided.
- D. Perforated Face Diffusers: Perforated snap-in or concealed hinged face plate with internal deflection blades at diffuser neck in steel or extruded aluminum frame and margin to suit the ceiling construction. Provide with opposed blade volume damper. Panel size shall be 24" x 24" where lift-out tile ceiling system is indicated. Titus PCS.
- E. Ceiling Matched Return and/or Exhaust Register: To match adjacent ceiling outlets. Use in spaces containing ceiling diffusers and/or Tee-bar ceilings. Provide with damper except where dampered plenums are indicated. Match manufacturer of supply.
- F. Sidewall Air Outlets: Four-way adjustable air conditioning type with opposed blade volume damper. Titus 300.
- G. Sidewall or Ceiling Return or Exhaust Register: Face bars parallel to long dimension on ceiling type and horizontal on wall type; bars set at 35 degrees to 45 degrees, spaced on 0.66" to 0.75" centers; key operated opposed blade volume damper. Titus 350.

### 2.04 DUCTWORK INSULATION

A. Interior Above Grade Ductwork: Glass fiber formaldehyde-free blanket with "FSK" facing containing less than 0.1% by weight deca-PDE fire retardant, k value = 0.31 at 75 deg. F, 0.2 perms, and UL 25/50 surface burning rating. Johns Manville "Microlite."

# PART 3 EXECUTION

# 3.01 LAYOUT AND COORDINATION

- A. Site Examination: Before starting work, carefully examine site and all contract Drawings. Become thoroughly familiar with conditions governing work on this project.
- B. Utility Locations: The location of all utilities, wires, conduits, pipes, ducts, or other service facilities are shown in a general way only on the Drawings and are taken from existing public records.
- C. Discrepancies: Any error, conflict or discrepancy in Plans, Specifications and/or existing conditions shall be reported immediately. Do not proceed with any questionable items of work until clarification of same has been made. Should rearrangement or re-routing of ducts or piping be necessary, provide for approval the simplest layout possible for that particular portion of the work.
- D. Utility Connections: Make utility and equipment connections and install distribution piping as shown on the Drawings and specified herein. Verify size, location, depth, elevation and arrangement of connection points before bidding or starting work.

# 3.02 CONTINUITY OF EXISTING SERVICES

- A. Existing water, power, heat, ventilation, air conditioning and other services shall remain in service during new construction work. Coordinate any interruption of these services with the Owner's representative a minimum of twenty-four (24) hours in advance. Arrange work to minimize number and extent of all interruptions.
- B. Protect from damage active utilities existing and evident by reasonable inspection of the site whether shown or not on the Drawings. Protect, relocate or abandon utilities encountered in the work which are not shown on the Drawings or evident by inspection of the work as directed by the Architect. Maintain continuity of all utility services to existing buildings.

# 3.03 INSTALLATION

- A. Locating and Positioning Equipment: Observe all Codes and Regulations and good common practice in locating and installing mechanical equipment and material so that completed installation presents the least possible hazard. Maintain adequate clearances for repair and service to all equipment. Installation of any equipment with less than minimum clearances shall not be accepted.
- B. Anchorage: Anchor and/or brace all mechanical equipment, piping and ductwork to resist displacement due to seismic action, include snubbers on equipment mounted on spring isolators.
- C. Drip Pans: Provide drip pans under all piping routed directly above electrical (or electronic) work which is sensitive to moisture of sufficient size to protect electrical work from drippage.
- D. Access Panels: Provide access panels with proper backing reinforcement for all equipment, fire and smoke dampers, dielectric unions and valves requiring service and installed above ceilings, behind walls, or in furring, complete with correct frame for type of building construction involved. Exact size, number and location of access panels are not necessarily shown on Drawings.
- E. Adjusting: Adjust and calibrate all automatic mechanical equipment, mixing valves, flush valves, float devices, etc. Adjust flow rates at each piece of equipment or fixture.
- F. Mechanical System Identification:
- Piping System: Indicate each pipe system by its generic name (abbreviated) as shown/scheduled/specified; except vent and drainage piping. Include arrows to show direction of flow and "Electric Traced" signs to identify heat cable wrapped piping.
   Valve Identification: Tag all valves with brass disc and chain. Valve charts shall
- Valve Identification: Tag all valves with brass disc and chain. Valve charts shall indicate valve number, size, location, function and normal position.
  Equipment: Provide engraved plastic-laminate signs at locations of major equipment.
- 3. Equipment: Provide engraved plastic-laminate signs at locations of major equipment units, primary control devices, emergency equipment dangerous elements of the mechanical work and similar places. Comply with recognized industry standards for color and design.
- 4. Operation Tags: Where needed for proper and adequate information on operation and maintenance of mechanical systems, provide tags of plasticized card stock.
- G. Concrete Work: Coordinate with other work, particularly other concrete work and accessories.

## 3.04 PROTECTION

A. Protect all work and materials against loss or damage. Close all pipe openings with caps or plugs. At final completion, thoroughly clean and deliver all work and equipment in an unblemished new condition. Keep all motors and bearings in watertight and dust proof covers during entire course of installation.

## 3.05 CUTTING AND PATCHING

A. Comply with the requirements of Division 1 for the cutting and patching of other work to accommodate the installation of mechanical work. Do all necessary cutting and patching of existing building and yard surfaces required for completion of the mechanical work. Patch to match finish and color of adjacent surfaces. Coordinate work in remodel and new areas to avoid cutting of new finished surfaces.

## 3.06 INSTALLATION OF GRILLES, REGISTERS AND DIFFUSERS

- A. Size and air handling characteristics shall be as shown on the Drawings.
- B. Locate, arrange, and install grilles, registers and diffusers as shown on the Drawings. Locate registers in tee-bar ceilings with diffusers centered on the tile unless indicated otherwise.

#### 3.07 DUCTWORK INSTALLATION

- A. Support: Install ductwork with 1" wide cradle hangers not more than 8' c/c; attach to available building construction as per good practices for materials involved.
- B. Fan and Air Handling Unit Flexible Connections: Install neoprene impregnated fiberglass connections in ductwork at all rotating equipment. Ventglass, Duro-Dyne or approved.
- C. Elbows and Fittings: Construct elbows with throat radius equal to duct width in plane of turn or make them square and provide double wall, air foil turning vanes.
- D. Fittings: Make transitions and take-offs as shown on Drawings. Provide volume dampers and splitter dampers as indicated on Drawings and as specified.
- E. Acoustical Duct Lining: Acoustically line all outside air ducts and plenums, all fan unit intake and discharge plenums, all ductwork indicated as lined on the Drawings, all sheet metal ductwork specified as insulated, where exposed to view or subject to damage in areas such as mechanical rooms, and at the Contractor's option, all insulated ductwork specified
- F. Manual Volume Dampers: Location of all volume dampers are not necessarily shown on the Drawings. Provide a minimum of one volume damper in each supply, return or exhaust branch. Install dampers in fiberglass ductwork (where fiberglass ductwork is allowed) with galvanized sheet metal sleeves of sheet metal gauges required for metal duct systems of the same dimensions.

### 3.08 DUCTWORK INSULATION

A. Ductwork: Insulate as follows:

- 1. All supply ducts with cooling.
- 2. All ductwork required to be insulated by code.
- B. Fittings: Wire and duct adhesive as required. To prevent sagging on all rectangular or square ducts over 24" wide, install Gramweld or equal welding pins on the bottom. Maximum spacing 18" on center in both directions.
- C. Installation: Applied with butt joints, all seams sealed with vapor seal mastic or taped with 2" wide vapor-proof pressure sensitive tape. Seal all penetrations with vapor barrier adhesive.

## 3.09 BALANCING

- A. Balancing of the Heating, Ventilating and Air Conditioning systems shall be done by a firm established in the State of Oregon providing this service and shall have the Architect's approval.
- B. Provide the following minimum data:
  - 1. HVAC unit nameplate data, CFM, entering and leaving air on both heating and cooling, electrical power consumption data, etc.
  - 2. Grille, register and diffuser CFM.

## 3.10 CLEANING

- A. Remove construction protection, tags and labels and thoroughly clean all equipment just prior to building acceptance.
- B. General: Clean all dirt and construction dust and debris from all mechanical piping systems and leave in a new condition. Touch up paint where necessary.

## 3.11 MECHANICAL WORK CLOSEOUT

A. Refer to the Division 1 sections for general closeout requirements. Calibrate all equipment requiring same.

# END OF SECTION