LAWRENCE COUNTY ANNEX/PLAZA CEILING AND FLOOR REPAIRS
916 15th Street
Bedford, Indiana 47421

Addendum #1

November 20, 2026

ARCHITECT
ARCHITURA CORPORATION
9880 WESTPOINT, SUITE 400
INDIANAPOLIS, INDIANA 46256
(317) 348-1000

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TO: PROSPECTIVE BIDDERS:

1.01 This addendum forms a part of the contract documents and modifies the original procurement documents dated 02 November 2026 , with amendments and additions noted below.

1.02 Acknowledge receipt of this addendum in the space provided in the bid form. Failure to do so may disqualify the bidder.

CHANGES TO THE PROJECT MANUAL - SPECIFICATIONS:

2.01 SECTION 072119 - Foamed-in-Place Insulation

A. Replace this section in its entirety.

CHANGES TO THE DRAWINGS:

3.01 SHEET XXXXX - XXXXXX

A. XXXXXXX

END OF DOCUMENT

SECTION 072119
FOAMED-IN-PLACE INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Foamed-in-place insulation.

B. Foamed-in-place intumescent insulation, single-layer monolithic system.

C. Protective intumescent coating.

1.02 REFERENCE STANDARDS

A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2021.

B. ASTM D1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics; 2016 (Reapproved 2023).

C. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics; 2019.

D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026a.

E. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.

F. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).

G. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.

H. FM 4880 - Evaluating the Fire Performance of Insulated Building Panel Assemblies and Interior Finish Materials; 2017.

I. NFPA 275 - Standard Method of Fire Tests for the Evaluation of Thermal Barriers; 2022.

J. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2024.

K. UL 1040 - Standard for Safety Fire Test of Insulated Wall Construction; Current Edition, Including All Revisions.

L. UL 1715 - Standard for Safety Fire Test of Interior Finish Material; Current Edition, Including All Revisions.

M. ASTM E2357 - Standard Test Method for Determining Air Leakage of Air Barrier Assemblies

N. NFPA 259 (UBC 26-1) - Standard Test Method for Potential Heat of Building Materials

O. NFPA 285 - Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Non-Load Bearing Wall Assemblies Containing Combustible Components

1.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.

C. Certificates: Certify that products of this section meet or exceed specified requirements.

D. ABAA Field Quality Control Submittals: Submit third-party reports of testing and inspection as required by ABAA QAP.

E. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

F. Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.

G. Installer Qualification: Submit documentation of current contractor accreditation and current installer certification. Keep copies of all contractor accreditation and installer certification on site during and after installation. Present on-site documentation upon request.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified, with minimum three years documented experience, and approved by manufacturer.

C. Air Barrier Association of America (ABAA) Quality Assurance Program (QAP); www.airbarrier.org/sle:

1. Installer Qualification: Use accredited contractor, certified installers, evaluated materials, and third-party field quality control audit.

2. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.

D. Compliance with ASTM E 2357 & NFPA 285 tests as noted in references

1.06 FIELD CONDITIONS

A. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.

B. Do not apply foam when temperature is within 5 degrees F of dew point.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Foamed-In-Place Insulation:

1. BASF Corporation; WALLTITE US Series Closed Cell: www.spf.basf.com

a. Basis of Design

2. Henry Company: www.henry.com

3. Icynene Inc: www.icynene.com/#sle.

4. NCFI Polyurethanes: www.ncfi.com.

5. Substitutions: See Section 016000 - Product Requirements.

2.02 MATERIALS

A. Foamed-In-Place Insulation: Medium-density, rigid or semi-rigid, closed cell polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.

1. Regulatory Requirements: Comply with applicable code for flame and smoke, concealment, and fire protection requirements.

a. Fire Protection: Provide 15-minute thermal barrier of 1/2 inch gypsum board or equivalent material complying with NFPA 275 test method, or foamed-in-

place insulation either exposed or with covering that complies with FM 4880, NFPA 286, UL 1040, or UL 1715.

2. Thermal Resistance: R-value of 6.7, minimum, per 1 inch thickness at 75 degrees F mean temperature when tested in accordance with ASTM C518.

3. Water Vapor Permeance: Vapor retarder; .46 perm, maximum, when tested at intended thickness in accordance with ASTM E96/E96M, desiccant method.

4. Water Absorption: Less than 2 percent by volume, maximum, when tested in accordance with ASTM D2842.

5. Air Permeance: 0.04 cfm per square foot, maximum, when tested at intended thickness in accordance with ASTM E2178 at 1.57 psf.

6. Closed Cell Content: At least 98 percent.

2.03 ACCESSORIES

A. Primer: As required by insulation manufacturer.

1. The primer to be applied must be specifically selected for the given substrate to be primed and must be compatible with the spray polyurethane foam.

B. Protective Coating: Intumescent coating of type recommended by insulation manufacturer and as required to comply with applicable codes.

1. Coating Type: Single component, water-based.

2. Protected Insulation Type: Spray polyurethane foam (SPF).

3. Application: Apply using brush, roller, or airless sprayer.

4. Surface Burning Characteristics: Flame spread/smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.

5. Color: As indicated on drawings.

C. Foam stop angle: Metal or plastic angle used for foam stop

1. Aluminum

2. Extruded plastic equal to Jam-Ex by EXO-TEC Manufacturing, Inc.

2.04 COMPLIANCE

A. Material/system must be compliant with the requirements of NFPA 285 as it applies to tested assemblies and claddings. Proof of compliance is required for constructions that must meet NFPA 285 per building code requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify work within construction spaces or crevices is complete before insulation application.

B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation adhesion.

3.02 PREPARATION

A. Mask and protect adjacent surfaces from over spray or dusting.

B. Apply primer in accordance with manufacturer's instructions.

1. Prime substrate for application of sheet membrane transition strips as recommended by manufacturer and as follows:

a. Prime masonry, concrete substrates with conditioning primers.

b. Prime wood, metal, and painted substrates with primer.

c. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through air barrier and at protrusions.

d. Read all material safety data sheets (if applicable) for being installed and coordinate requirements with other trades.

e. Discuss the spray areas and plans for safely protecting workers performing the application and keeping others out of that area during the application (spraying).

C. Familiarize all installers with correct and safe application and handling procedures:

1. See API Bulletin AX-119, "MDI-Based Polyurethane Foam Systems: Guidelines for Safe Handling and Disposal."

2. Refer to appropriate Safety Data Sheets for additional safety information.

3.03 APPLICATION

A. Apply insulation in accordance with manufacturer's instructions.

B. Apply primer at all locations as recommended by manufacturer.

C. Apply insulation by spray method, to a uniform monolithic density without voids.

D. Apply protective coating monolithically, without voids, to fully cover foam insulation, to achieve fire rating required.

E. Patch damaged areas.

F. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.

G. Trim excess away for applied trim or remove as required for continuous sealant bead.

H. Contractor shall remove excess foam from masonry anchors and other building components as required for installation of subsequent construction.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Contractor shall make arrangements for third party test/inspection. Inspection will include verification of insulation and overcoat thickness and density.

3.05 PROTECTION

A. Do not permit subsequent construction work to disturb applied insulation.

END OF SECTION

LAWRENCE COUNTY ANNEX/PLAZA CEILING AND FLOOR REPAIRS
916 15th Street
Bedford, Indiana 47421

Architura
ARCHITECTURE & PLANNING

PROJECT MANUAL

November 2, 2026

ARCHITECT
ARCHITURA CORPORATION
9880 WESTPOINT, SUITE 400
INDIANAPOLIS, INDIANA 46256
(317) 348-1000

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DOCUMENT 00 01 07 - SEALS PAGE

DESIGN PROFESSIONALS OF RECORD

ARCHITECT ARCHITURA
Michael Conly, AIA
Indiana # AR032507

Expires 12/31/27



END OF DOCUMENT 00 01 07

TABLE OF CONTENTS – DOCUMENT 00 01 10

TABLE OF CONTENTS

Document 00 01 01	Project Title Page
Document 00 01 07	Seals Page
Document 00 01 10	Table of Contents
Document 00 11 16	Invitation to Bid
Document 00 11 53	Request for Qualifications AIA Document A305 • "Contractor's Qualifications Statement"
Document 00 21 13	Instructions to Bidders AIA Document A701 • "Instructions to Bidders"
Document 00 22 13	Supplementary Instructions to Bidders
Document 00 26 00	Procurement Substitution Procedures
Document 00 31 19	Existing Condition Information
Document 00 31 43	Permit Application
Document 00 41 13	Bid Form – Stipulated Sum (Single-Prime Contractor)
Document 00 43 13	Bid Security Forms AIA Document A101 • Standard Form of Agreement Between Owner and Contractor. AIA Document A310 • Bid Bond. AIA Document A312 • Performance Bond and Payment Bond. AIA Document A201 • General Conditions of the Contract for Construction.

SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 10 00	Summary
Section 01 14 00	Work Restrictions
Section 01 25 00	Substitution Procedures
Section 01 29 00	Payment Procedures
Section 01 31 00	Project Management and Coordination
Section 01 32 00	Construction Progress Documentation
Section 01 33 00	Submittal Procedures
Section 01 40 00	Quality Requirements
Section 01 42 00	References
Section 01 50 00	Temporary Facilities and Controls
Section 01 60 00	Product Requirements
Section 01 73 00	Execution Requirements
Section 01 74 19	Construction Waste Management and Disposal
Section 01 77 00	Closeout Procedures

Section 01 78 23 Operation and Maintenance Data
Section 01 78 39 Project Record Documents
Section 01 79 00 Demonstration and Training

DIVISION 02 – EXISTING CONDITIONS

Section 02 41 19 Selective Demolition

DIVISION 03 – CONCRETE (Not Used)

DIVISION 04 – MASONRY (Not Used)

DIVISION 05 – METALS

Section 05 12 00 Structural Steel Framing
Section 05 31 00 Steel Decking
Section 05 50 00 Miscellaneous Metals

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

Section 06 10 00 Miscellaneous Rough Carpentry

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 21 19 Foamed-in-Place Insulation
Section 07 92 00 Joint Sealants

DIVISION 08 - DOORS AND WINDOWS (Not Used)

DIVISION 09 - FINISHES

Section 09 29 00 Gypsum Board
Section 09 30 00 Tiling
Section 09 51 11 Acoustical Panel Ceilings
Section 09 65 13 Resilient Base and Accessories
Section 09 91 23 Interior Painting

DIVISION 10 – SPECIALTIES (Not Used)

DIVISION 11 – EQUIPMENT (Not Used)

DIVISION 12 – FURNISHINGS (Not Used)

DIVISION 13 – SPECIAL CONSTRUCTION (Not Used)

DIVISION 21 – FIRE PROTECTION (Not Used)

DIVISION 22 - PLUMBING

Section 22 13 16 Sanitary Waste and Vent and Storm Piping

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (Not Used)

DIVISION 26 – ELECTRICAL (Not Used)

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY (Not Used)

DIVISION 31 – EARTHWORK (Not Used)

DIVISION 32 - EXTERIOR IMPROVEMENTS (Not Used)

DIVISION 33 – UTILITIES (Not Used)

END OF TABLE OF CONTENTS DOCUMENT 00 01 10

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DOCUMENT 00 11 16 - INVITATION TO BID

1.1 PROJECT INFORMATION

A. Notice to Bidders: Prequalified bidders are invited to submit bids for the Project as described in this Document according to the Instructions to Bidders.

B. Project Identification: Lawrence County Annex/Plaza Ceiling and Floor Repairs Project.

1. Project Location: Bedford, Indiana

C. Owner: Lawrence County
Owner's Representative:
Commissioner, Jeff McKnight
Lawrence County Courthouse.
jmcknight47@outlook.com

D. Architect: Architura Corporation
Michael Conly, AIA
9800 Westpoint Drive, Suite 400
Indianapolis, IN 46256
(317) 348-1000
michael.conly@archituracorp.com

E. Project Description: Project consists of

1. Plaza/Annex.

a. Supporting the second floor concrete floor with new deck and structural steel, waterproofing the second floor, replacing damaged pipes, reworking water damaged ceiling, gypsum board and base board as required.

2. Protect HVAC systems and communication wiring. Coordinate temporary partitions and general timing.

3. The Courthouse and Annex will be occupied during entire construction. Emergency egress must be maintained during the replacement of entrance. Night and weekend work may be required. Set schedule for after hours work with Auditor.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract.

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: November 30, 2026
2. Bid Time: 9:00 AM local time.
3. Location: Auditor's office, Lawrence County Courthouse, 915 15th Street, Room 28, Bedford, IN 47421.

B. Bids will be thereafter publicly opened as described below:

1. Opening Date: November 30, 2026.
2. Opening Time: 9:30 AM local time
3. Location: Commissioners Meeting Room: Lawrence County Courthouse: 915 15th Street, Bedford, IN 47421

C. BID SECURITY

D. Bid security shall be submitted with each bid (in the form of a bid bond) in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities. Contractor Qualifications will be strictly enforced. See requirements in Specification front end.

1.3 PREBID MEETING

A. Bidders may meet with Architects on November 17th after the commissioners meeting approximately 10:30 AM in the commissioners conference room in the Courthouse.

B. There will not be a formal pre-bid walk-through. All requests to visit may be directed to Kelsey Young County maintenance director. kyoung@lawrencecounty.in.gov.

1.4 ADDENDA

A. At least one Addenda will be issued on November 19, 2026. All RFI's to be in to Architect by November 19, 2026, at 2:00 pm local time.

1.5 DOCUMENTS

A. Printed Procurement and Contracting Documents: Obtain after November 2, 2026, by purchasing directly from Eastern Engineering Reprographics, 9901 North Allisonville Road, Fishers, Indiana 46038, info@easternengineering.com. 317.598.0661.

1.6 TIME OF COMPLETION

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

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be prequalified by Owner.

B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A 100% Performance Bond, for Labor and Material Payment, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT 00 11 16

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DOCUMENT 00 11 53 - REQUEST FOR QUALIFICATIONS

PART 1 - GENERAL

1.1 PURPOSE, LAWS, AND REGULATIONS

A. The purpose of the Qualification Procedure described in this Document is to provide Owner with a mechanism to evaluate and determine whether Prospective Bidders are qualified to participate in the construction of Project. Evaluation will be limited to that office of the Prospective Bidder that is proposed to perform the Work.

B. Prospective Bidders are required to comply with these Requirements for Qualification. Only those Prospective Bidders who have complied with the Requirements for Qualification and have been determined to be qualified will be eligible to submit construction bids on Project.

1.2 DEFINITIONS

A. Financial Statement: The requirement for submitting a financial statement as an attachment to AIA Document A305, "Contractor's Qualification Statement" shall be understood to mean a certified annual audit, prepared according to generally acceptable accounting practices and signed by an independent certified public accountant. A Reviewed Statement of Assets and Liabilities, prepared and signed by an independent certified public accountant, is also acceptable. A self-prepared annual compiled financial statement or balance sheet is unacceptable.

B. Prospective Bidder: A Prospective Bidder is a person or entity who submits a Submittal of Qualifications to Owner.

C. Project: Generally described in the Summary.

1.3 QUALIFICATION DOCUMENTS

A. Qualification Documents: Consist of the Advertisement for Qualification of Bidders; this Request for Qualifications document; AIA Document A305, "Contractor's Qualification Statement"; and additional documents issued by Owner.

B. Interpretation or Correction of Qualification Documents: If the Prospective Bidder is in doubt as to the interpretation of any part of the Qualification Documents, or finds discrepancies in or omissions from any part of the Qualification Documents, it must submit a written Request for Interpretation thereof no later than seven days prior to submission of bids. Address all communications to Architect.

1.4 QUALIFICATION PROCEDURES

A. Form of Qualification Submittal:

1. Submittals of Qualification must be submitted in duplicate on AIA Document A305, "Contractor's Qualification Statement," properly executed and with all items filled out in ink or typed, and all additional data, attachments, and forms provided. Do not change or add words to the Qualification Statement or forms. All signatures must be original (and sealed if a corporation) and must be notarized and sealed by a Notary Public.

B. Modification to Requirements for Qualification:

1. Clarifications, alterations, or changes made by Owner to the Requirements for Qualification shall be in writing only. Verbal information is not valid or binding.

C. Submission of Qualification Documents:

1. Each Submittal of Qualification shall be included in the Bid submission.
2. It is the sole responsibility of the Prospective Bidder to ensure that its submittal is received by the submittal date and time. No faxed or e-mail submittal or modification of a submittal will be considered. No submittal submitted after the time fixed for receiving submittals will be considered; late submittals will be returned to the Prospective Bidder unopened.
3. Owner reserves the right to waive any informality and to request additional information from Prospective Bidders, at Owner's discretion.

D. Attachments:

1. Prospective Bidders shall complete all required forms and attachments described in the Prequalification Documents, entering "Not Applicable" where information does not apply. Absence of any of the forms included in the Prequalification Documents will be reason for possible disqualification.

1.5 WITHDRAWAL

A. A Qualification Statement may be withdrawn on personal request received from the Prospective Bidder.

1.6 QUALIFICATION CRITERIA

A. Prospective Bidders must demonstrate the following to the satisfaction of Owner:

1. Proper license under the laws and regulations governing their respective trade(s).

2. Capacity to provide Performance Bond, Labor and Material Payment Bond, and Insurance in a form acceptable to Owner in amounts adequate to bond the Work based on the scope indicated in the Advertisement for Bids.
3. Applicable experience of firm as described in the Contractor's Qualification Statement, including the following:

a. Experience of Firm: The firm in its current organization shall have successfully completed minimum of five projects of similar type, quality,

and scope, including experience with historic public government facility rehabilitation projects. The firm shall have a record of project completion, credit record, record of judgment claims, arbitration proceedings, and suits pending or outstanding acceptable to Owner.

b. Experience of Firm Officers: The firm officers shall have personal record of project completion acceptable to Owner.

c. Experience of Project and Field Management Staff to Be Committed by the Prospective Bidder to Carry Out the Work: The assigned project manager and field superintendent must have successfully completed projects of similar type, quality, and scope.

d. For purposes of this submittal, reference to "key individuals" as described in the Contractor's Qualification Statement shall be understood to mean the project manager(s), and the project field superintendent(s) committed by the Prospective Bidder to carry out the Work of this Project. Prospective Bidder by submitting qualifications of key individuals agrees that Owner reserves the right to approve or reject subsequent reassignment of key individuals.

e. For purposes of this submittal, "successful completion" shall be understood to mean completion of project within project schedule and budget. Provide additional information indicating reasons why any referenced project did not meet project schedule or project budget.

f. For purposes of this Qualification, "similar project" shall be understood to include the following project elements:

1) Government building renovation
2) Renovation work on occupied sites.

4. Adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments.
5. Work-in-hand capacity, such that the Prospective Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out Owner's proposed work.
6. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendence, and field engineering and quality control.
7. Acceptable past performance as indicated by firm's references, including ability to meet contract time and to monitor, manage, and communicate interim scheduling requirements, to carry out required quality-control activities, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.
8. Acceptable documentation of firm's employee screening practices as indicating by affidavit describing background check procedures for firm's employees and requirements for same incorporated in firm's subcontracts.

B. Consideration of qualifications may be withheld if the Qualification Statement shows owners confidential information, any unexplained erasures, omissions, alterations of

form, additions not called for, added restrictions or qualifying conditions, or other irregularities of any kind.

C. Owner may make such investigations as it deems necessary to determine the ability of the Prospective Bidder to perform the Work, and the Prospective Bidder shall furnish to Owner all such information for this purpose as Owner may request. Owner reserves the right to withhold qualification if the evidence submitted by or investigation of such Prospective Bidder fails to satisfy Owner that such Prospective Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which bidders are qualified cannot be protested, except as allowed by law.

D. Qualification Submittal and data contained therein is considered privileged and confidential and will not be disclosed to any outside party except as required by law.

1.7 BONDS AND INSURANCE

A. The Prospective Bidder shall provide as part of the Submittal of Qualifications evidence of its ability to furnish below:

1. Performance Bond, a Payment Bond, and a Labor and Material Bond, each in the amount of 100 percent of the Contract Sum, with a corporate surety authorized to transact business in Project's jurisdiction.
2. Satisfactory certificates of insurance in the amount and types required by statute, but not less than the following:
   a. Workers' Compensation insurance provisions: statutory limits.
   b. Commercial General Liability insurance provisions: at limits established by Owner in Project Contract Documents.

B. Liability Insurance shall be equal or higher than the following:

GENERAL CONTRACTOR INSURANCE REQUIRED

A. Worker’s Compensation and Employees Liability: $1,000,000 Minimum.

B. Commercial Liability: $1,000,000 each occurrence and $2,000,000 aggregate.

C. Business and Auto Liability: $1,000,000 Minimum

D. Pollution Liability: $2,000,000 each occurrence and $2,000.000 aggregate.

(See attached page for description of each of the above.)

1.8 ACCEPTANCE OF QUALIFICATIONS

A. Evaluations will be confidential. Notifications will be publicly available information.

B. Owner may deny qualification if it finds one or more of the following:

1. The Prospective Bidder does not have sufficient financial capacity to perform the Work.

2. The Prospective Bidder does not have the appropriate experience to perform the Work, including, but not limited to, having met the experience criteria set forth herein.
3. The Prospective Bidder or any officer, director, or owner thereof has had judgments entered against him within the past five years for the breach of contracts for governmental or nongovernmental construction work including, but not limited to, design-build or construction management contracts.
4. The Prospective Bidder has been in substantial noncompliance with the terms and conditions of prior construction with Owner, or in documented substantial noncompliance with the terms and conditions of prior construction with another public body without good cause.
5. The Prospective Bidder or any officer, director, owner, or chief financial official thereof has been convicted within the past 10 years of a crime related to governmental or nongovernmental construction or contracting.
6. The Prospective Bidder or any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the Federal Government.
7. The Prospective Bidder failed to provide to the public body in a timely manner any information required by the public body relevant to the six preceding subparagraphs.
8. The Prospective Bidder provides false, nonresponsive, misleading, or incomplete information for items required herein.

1.9 PROSPECTIVE BIDDER'S CHECKLIST

A. In an effort to assist the Prospective Bidder in properly completing all documentation required, the following checklist is provided for the Prospective Bidder's convenience. The Prospective Bidder is solely responsible for verifying compliance with prequalification requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

1. Reviewed the Qualification Documents, including the Advertisement for Bid, prior to preparing this submittal.
2. Prepared AIA Document A305, "Contractor's Qualification Statement," as required by the document instructions and by the Requirements for Prequalification, including all attachments and data required as part of the Qualification Statement, properly notarized.
3. Attached: Copy of applicable Contractor's license(s).
4. Attached: Affidavit of Employee Screening.
5. Attached: Resumes of key individuals.
6. Attached: Other attachments as necessary to provide information required.
7. By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide executed Performance Bond and Labor and Material Bond meeting requirements given in the Requirements for Prequalification.
8. By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide Certificates of Insurance in the amounts indicated in the Requirements for Prequalification.where indicated.

PAET 2 – PRODUCTS (Not Used)

- -PART 3 – EXECUTION (Not Used)

END OF DOCUMENT 00 11 53

DRAFT

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: « »

ADDRESS: « »

SUBMITTED BY: « »

NAME: « »

ADDRESS: « »

PRINCIPAL OFFICE: « »

[« »] Corporation

[« »] Partnership

[« »] Individual

[« »] Joint Venture

[« »] Other « »

NAME OF PROJECT: *(if applicable)* «~~Lawrence County Courthouse Windows & HVACOld Stoney Building Renovation~~»
Lawrence County ~~Courthouse and Plaza Renovations~~Annex/Plaza Ceiling and Floor Repairs

TYPE OF WORK: *(file separate form for each Classification of Work)*

[« »] General Construction

[« »] HVAC

[« »] Electrical

[« »] Plumbing

[« »] Other: *(Specify)* « »

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? « »

§ 1.2 How many years has your organization been in business under its present business name? « »

§ 1.2.1 Under what other or former names has your organization operated?

« »

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

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

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User Notes: (1933984839)

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: « »

§ 1.3.2 State of incorporation: « »

§ 1.3.3 President's name: « »

§ 1.3.4 Vice-president's name(s)

« »

§ 1.3.5 Secretary's name: « »

§ 1.3.6 Treasurer's name: « »

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: « »

§ 1.4.2 Type of partnership (if applicable): « »

§ 1.4.3 Name(s) of general partner(s)

« »

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: « »

§ 1.5.2 Name of owner:

« »

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

« »

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

« »

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

« »

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

« »

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

« »

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

« »

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

« »

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§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

« »

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

« »

§ 3.4.1 State total worth of work in progress and under contract:

« »

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

« »

§ 3.5.1 State average annual amount of construction work performed during the past five years:

« »

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

« »

§ 4 REFERENCES

§ 4.1 Trade References:

« »

§ 4.2 Bank References:

« »

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

« »

§ 4.3.2 Name and address of agent:

« »

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

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Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

« »

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

« »

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

« »

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

§ 6 SIGNATURE

§ 6.1 Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

§ 6.2

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »

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DOCUMENT 00 21 13 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

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

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

END OF DOCUMENT 00 21 13

SHEET INTEIONALLY LEFT BLANK.

DRAFT

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
«Lawrence County Annex/Plaza Ceiling and Floor Repairs »
«916 15th Street
Bedford, Indiana 47421
»

THE OWNER:
(Name, legal status and address)
«Lawrence County Commissioners
916 15th Street
Bedford, Indiana 47421

THE ARCHITECT:
(Name, legal status and address)
«Architura Corporation»«Sub-S Corporation»
«9800 Westpoint Drive, Suite 400 »
«Indianapolis, IN 46256»
«317-348-1000»

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

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§ 3.1.2 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.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will 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 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. 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.

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

§ 3.3.4 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 all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

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ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures 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."

§ 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 make no 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 of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give 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.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, 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.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

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§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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 own best interests.

§ 5.3.2 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 low 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, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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.

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§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing 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, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover 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. Bonds may be secured through the Bidder's usual sources.

§ 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 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 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 be commenced prior thereto 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. Both bonds shall be written in the amount of the Contract Sum.

§ 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 thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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DOCUMENT 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:

1. AIA Document A701, "Instructions to Bidders."
2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add Section 2.1.3.1:

1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

B. Add Section 2.1.5:

1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of State of Indiana and Lawrence County and meets qualifications indicated in the Procurement and Contracting Documents.

C. Add Section 2.1.6:

1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:

1. Add Section 3.2.2.1:

a. 3.2.2.1 - Submit Bidder's Requests for Interpretation using form furnished with electronic bid forms and submitted via email to michael.conly@archituracorp.com.

B. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:

    a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.

2. Add Section 3.4.4.1:

    a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

        1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
        2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.1.1:

    a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Architect.

2. Add Section 4.1.9:

    a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

3. Add Section 4.1.10:

    a. 4.1.10 – <u>This project is tax exempt.</u> Bids shall not include sales and use taxes.

B. 4.3 - Submission of Bids:

1. Add Section 4.3.1.2:

    a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bids:

1. Add the following sections to 4.4.2:

    a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered

by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Break-Out Pricing Bid Supplement:

1. Add Section 4.5:

a. 4.5 - Provide detailed cost breakdowns no later than two business days following Architect's request.

E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add Section 4.6:

a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of any number of current claims and disputes and the status of their

resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.7 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

a. 7.1.1.1 - Both a Performance Bond and a Material Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.

2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 00 22 13

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DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted 5 (five) business days prior to receipt of bids. No substitution for specified window manufacturer will be accepted.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted 5 (five) business days before Contract award. No substitution for specified window manufacturer will be accepted.

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 5 business days prior to date of bid opening. No substitution for specified window manufacturer will be accepted.
2. Submittal Format: Submit PDF copies of each written Procurement Substitution Request, that identifies the following:

a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
2) Copies of current, independent third-party test data of salient product or system characteristics.
3) Samples where applicable or when requested by Architect.
4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
6) Research reports, where applicable, evidencing compliance with building code in effect for Project
7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 00 26 00

DOCUMENT 00 31 19 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing at the office of Owner (auditor’s office).

C. Existing specifications that include information on existing conditions including previous construction at Project site are available for viewing at the office of Owner (auditor’s office).

D. Related Requirements:

1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF DOCUMENT 00 31 19

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DOCUMENT 00 31 43 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Permit Application: Complete building permit application and file with local authorities having jurisdiction within five days of the Notice of Award and upon receiving a Design Release document from the State of Indiana Department of homeland Security.

C. Permit Application: The State “Design Release” document for the Project has been applied for by Architect. A copy of the Construction Design Release will be sent by the Architect.

END OF DOCUMENT 00 31 43

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

1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: Lawrence County Annex/Plaza Ceiling and Floor Repairs.

C. Project Location: 916 15th Street
Bedford, Indiana 47421

D. Owner: Lawrence County Commissioners

E. Architect: Architura Corporation

F. Architect Project Number: 26114

1.2 CERTIFICATIONS AND BASE BID

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

1. _____Dollars
($_____).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. _____Dollars
($_____).

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

1.5 TIME OF COMPLETION

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

1.6 ACKNOWLEDGEMENT OF ADDENDA

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

1. Addendum No. 1 _____.

1.7 BID SUPPLEMENTS

A. Contractor shall refer to the following supplements in the Construction Documents for additional information.

1. Bid Form Supplement -
2. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Clinton County, State of Indiana, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this ____ day of _____, 2024.

B. Submitted By:_____(Name of bidding firm or corporation).

C. Authorized Signature:_____(Handwritten signature).

D. Signed By:_____(Type or print name).

E. Title:_____---(Owner/Partner/President/Vice President).

F. Witness By:_____(Handwritten signature).

G. Attest:_____----(Handwritten signature).

H. By:_____(Type or print name).

I. Title:_____(Corporate Secretary or Assistant Secretary).

J. Street Address:_____.

K. City, State, Zip:_____.

L. Phone:_____

M. License No.:_____.

N. Federal ID No.:_____(Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

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Suspension and Debarment Certification

Lawrence County, Indiana

Lawrence County, Indiana, is required to ensure that its contractors and business affiliates meet certain criteria for Lawrence County to maintain eligibility for certain funding sources and to comply with state and federal law. Accordingly, contractors must certify to the following:

Contractor, under penalty of perjury, hereby certifies to the best of its knowledge and belief, that Contractor and its principals:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor Name:

_____

Authorized Signature:

_____

Date:

_____

DOCUMENT 00 43 13 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.

B. Copies of AIA standard forms may be obtained from The American Institute of Architects; https://aiacontracts.com/documents; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 00 43 13

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DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

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

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

««»Lawrence County Commissioners
«916 15th Street
Bedford, Indiana 47421
«
and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

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

«Lawrence County Annex/Plaza Ceiling and Floor Repairs
916 15th Street
Bedford, Indiana 47421
« »

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

«Architura Corporation »«Sub-S Corporation »
«9800 Westpoint Drive, Suite 400
«Indianapolis, Indiana 46256 »
«317-348-1000 »

The Owner and Contractor agree as follows.

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

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Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« »

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

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

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

§ 5.2 FINAL PAYMENT

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

« »

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 The Contractor's representative:
(Name, address and other information)

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

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount ($0.00)

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

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

DRAFT

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

«Lawrence County Commissioners
916 15th Street
Bedford, Indiana 47421

BOND AMOUNT: $ « »

PROJECT:
(Name, location or address, and Project number, if any)

«Lawrence County Annex/Plaza Ceiling and Floor Repairs
916 15th Street
Bedford, Indiana 47421
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this « » day of « » , « »

	« »
	(Contractor as Principal) *(Seal)*
	« »
(Witness)	*(Title)*
	« »
	(Surety) *(Seal)*
	« »
(Witness)	*(Title)*

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

«Lawrence County Commissioners
916 15th Street
Bedford, Indiana 47421

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

«Lawrence County Annex/Plaza Ceiling and Floor Repairs
916 15th Street
Bedford, Indiana 47421

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

«Lawrence County Commissioners
916 15th Street
Bedford, Indiana 47421

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

«Lawrence County Annex/Plaza Ceiling and Floor Repairs
916 15th Street
Bedford, Indiana 47421

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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User Notes: (1515477363)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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DRAFT

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
«Lawrence County Annex/Plaza Ceiling and Floor Repairs
916 15th Street
Bedford, Indiana 47421
« »

THE OWNER:
(Name, legal status and address)
«

THE ARCHITECT:
(Name, legal status and address)
«Architura Corporation »«Sub-S Corporation »
9800 Westpoint Drive, Suite 400 »
Indianapolis, Indiana 46256 »
«317-348-1000 »

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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.

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User Notes: (1685416017)

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

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Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

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CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

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Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

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Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9

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Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

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User Notes: (1685416017)

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12

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Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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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 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 and certify termination of the Agreement under Section 14.2.2.

§ 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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§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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

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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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

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.

§ 3.6 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 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.

§ 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.

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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

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.

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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;

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

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

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

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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' written notice to the Owner and Architect,

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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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written 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 and, when the

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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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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 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 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; or
- **.3** terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; 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.

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§ 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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, written notice of such 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
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

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

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 an 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 written 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 2.4.

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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.

§ 12.2.2.3 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such 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 such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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.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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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.

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§ 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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 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. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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

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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 the Owner and Contractor under this Agreement.

DRAFT

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work phases.
4. Products ordered in advance.
5. Owner-furnished products.
6. Use of premises.
7. Owner's occupancy requirements.
8. Work restrictions.
9. Specification formats and conventions.

B. Related Sections include the following:

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

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Renovations to Lawrence County Annex/Plaza Ceiling the Floor Repairs.

1. Project Location: 916 15th Street
Bedford, Indiana 47421.

B. Owner: Lawrence County Board of Commissioners.

1. Owner's Representative: Mr. Jeff McKnight.
Lawrence County Board of Commissioners
Bedford, Indiana 47421
Phone:

C. Architect: Architura Corporation

1. Architect’s Representative: Michael Conly, AIA
9880 Westpoint Drive, Suite 400
Indianapolis, Indiana 46256

Phone: 317-348-1000

D. Utility Providers: Electricity – Duke-Energy

F. The Work consists of the following:

1. The Work includes: Renovation of an existing Courthouse and Courthouse Plaza Building..

1.4 TYPE OF CONTRACT

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

1.5 USE OF PREMISES

A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Use of Site: Limit use of premises to work in areas shown on Certified Site Plans Prepared by Engineer. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public during the Project.
2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

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

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.7 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed inside and outside the new building during normal business working hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, except otherwise indicated.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

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SECTION 01 14 00 WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Related Sections include the following:

1. Division 01 Section “Summary” for use of premises.
2. Division 01 Section “Temporary Facilities” for temporary parking and dust control.

1.2 DIRT AND DUST CONTROL

A. General: Provide control programs for noise, dust, dirt, debris, moisture, and fumes. The Contractor shall address the Owner’s intent to keep the property and surrounding neighborhood free of such disturbances and harmful effects.

1. Keep adjacent properties free of dust, dirt, debris, moisture, and fumes.
2. Control site dust and dirt by means necessary to prevent airborne dust generated from
earthwork operations and other procedures.

1.3 NOISE CONTROL

A. Noise Control, General: Coordinate noisy operations with the Owner, who shall retain the final right of approval for such work.

1. Except for approved overtime (shift) work, restrict construction operations to the following time period:

a. 7:00 a.m. to 4:00 p.m.
b. Overtime work permission from Owner requires 72-hour advanced notice.

2 Further restrictions will be placed on noise and other disruptive construction activities according to special dates that will be communicated far enough in advance for the Contractor’s assimilation into the Project Construction Schedule.

1.4 WORKER CONDUCT

A. General: It is expected that the Contractor, subcontractors, suppliers, and their employees will conduct themselves in a professional manner at all times.

B. Contractor Identification Badge: Once limited background checks are facilitated by the IDS Police before workers arrive on campus, there is no need for a construction ID badge by construction workers.

C. Contractor, subcontractor, suppliers, and their employees shall adhere to an appropriate dress and behavior code consistent with presence of staff, clients, and students.

3. There are to be no T-shirts with liquor or drug messages or foul language.
4. Radios shall be for construction operations only.
5. No smoking or vaping are allowed on the county property.
6. There shall be no consumption of alcohol or illegal substances.
7. There shall be no weapons allowed on site.
8. Conduct that may reasonably be interpreted as threatening or intimidating shall not be allowed.

1.5 SUBMITTALS

A. Noise Control Plan: Indicate methods to be taken by the Contractor for noise control.

B. Provide a weekly schedule of activities requiring hoe-rams and other noise-producing equipment one week prior to use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1.3 1. DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product, fabrication, or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
h. Cost information, including a proposal of change, if any, in the Contract Sum.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
k. Forms of Acceptance: Change Order, Construction Change Directive, or Architect’s Supplemental Instructions for minor changes in the Work.
l. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

1.6 PROCEDURES

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

PART 2 - PRODUCTS

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 14 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 14 days prior to Bid Opening. Requests received after that time will be rejected.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

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SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Breakdown shall include detailed General Conditions as approved by Owner.
2. Breakdown shall include separate line items for material and labor.
3. Round amounts to nearest whole dollar.
4. Breakdown shall include submittals listed in appropriate specification sections.
5. Submit Draft of Schedule of Values to Owner for review and approval prior to first payment. Allow time for Owner to review and comment prior to first submittal.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The period of construction Work covered by each Application for Payment is one month. The dates for preliminary review and submission of Applications for Payment will be established in the Pre-Construction Conference.

C. Payment Application Times: The period of construction Work covered by each Application for Payment is one month. The dates for preliminary review and submission of Applications for Payment will be established in the Pre-Construction Conference .

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets or similar continuation sheet software as form for Applications for Payment.

1. Include amounts of Change orders issued before last day of construction period covered by application.

E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect. All copies shall include waivers of lien and similar attachments.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors, manufacturers, and products.
2. Schedule of values.
3. Contractor's Construction Schedule.
4. List of Contractor's staff and principal assignments.
5. Copies of building permits and other authorizations for performance of the Work.
6. Certificates of insurance and insurance policies.

G. Application for payment (monthly): Administrative actions and submittals that must be provided with each application for payment including the following:

1 Partial waiver of Lien for the construction period covered by the previous application for payment.

a Submit partial waivers on each item for the amount requested, prior to reduction for retainage, on each item.
b. Submit Waivers of Lien executed by a person authorized to sign legal documents on be half of the entity submitting the waiver.

2. Contractor’s Construction Schedule (update version).

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706.
5. AIA Document G706A.
6. AIA Document G707.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Project meetings.

B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor’s construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work and to maintain the approved construction schedule and contract completion date. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.

2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, waters, and materials. Coordinate temporary utilities to minimize waste.

D General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

E. RFI Forms: The form bound in Project manual may be used for submitting Request for Information. A software-generated form with substantially the same content as indicated above is acceptable to Architect.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

F. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI.

1 Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt.
2 Architect's action on RFIs that result in a change in Contract Time of Contract Sum may be eligible for Contractor to submit Change proposal according to Section 012600 "Contract Modification Procedures."

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI numbers.

H. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five working if Contractor disagrees with response.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings on a bi-weekly basis and conferences at Project site unless otherwise indicated. Exact meeting dates will be sent in advance.

2. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned within five days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction.

1. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.
b. Phasing.
c. Critical work sequencing and long lead items.
d. Designation of key personnel and their duties.
e. Lines of communications.
f. Procedures for processing field decisions and Change Orders.
g. Procedures for RFIs.
h. Procedures for testing and inspecting.
i. Procedures for processing Applications for Payment.
j. Distribution of the Contract Documents.
k. Submittal procedures.
l. Preparation of Record Documents.
m. Use of the premises and existing building.
n. Work restrictions.
o. Working hours.
p. Owner's occupancy requirements.
q. Responsibility for temporary facilities and controls.
r. Procedures for moisture and mold control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. Security.
y. Progress cleaning.

2. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
2. Review present and future needs of each entity present, including the following:

a. Corrections to previous meeting minutes
b. As-Built Drawing Review Comments
c. Progress of work since previous meeting
d. Schedule for next two weeks
e. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.
f. Shop Drawing Submittals Log
g. Architects Supplemental Instruction Log
h. RFI Log
i. Change Proposals
j. Change Orders
k. Special Attention Items
l. General Discussion

3. The report will have a column noting Responsibility and Due date next to each item.
4. Minutes: Entity responsible for conducting the meeting will record and distribute
5. the meeting minutes to each party present and to parties requiring information.
6. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

a. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the work.
b.. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meetings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

B. Related Requirements:

1. Section 013300 "Submittal Producers" for submitting schedules and reports.
2. Section 014000 “Quality Requirements” for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. Major Area: A story of construction, a separate building, or a similar significant construction element.

I. Milestone: A key of critical point in time for reference or measurement.

J. Network Diagram: A graphic diagram of a network schedule, showing activities, and activity relationships.

K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Daily Construction Reports: Submit at part of bi-weekly construction meetings.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 ‘Project Management and Coordination.” Review methods and procedures related to the preliminary construction schedule and Contractor’s construction schedule, including, but not limited to, the following:

1 Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule. General Contractor to assign a Project Scheduler that is trained and certified to use scheduling software and provide a CFM schedule.
3. Discuss constraints, including phasing, interim milestones.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of owner’s separate contracts.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and Inspecting agencies.
9. Review time required for project closeout and owner startup procedures.

10 Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

B. A Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:

1. Temporary enclosure and space conditioning.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 14 days after date established for the Notice of Award.
2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing and inspection.
j. Punch list and final completion.
k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.3 SPECIAL REPORTS

A General: Submit special reports directly to Owner within two days of an occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor on Contractor's Construction Schedule.
Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule will be expedited, secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time, personnel, evaluation of results or effects, and similar pertinent information.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At bi-weekly meeting intervals, update schedule to reflect actual construction progress and activities.

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, samples, and other submittals.

B. Related Requirements:

1. Section 01 29 00 “Payment Procedures” for submitting Applications for Payment and the Schedule of Values.
2. Section 01 32 00 “Construction Progress Documentation” for submitting schedules and reports, including Contractor’s construction schedule.
3. Section 01 78 23 “Operation and Maintenance Data” for submitting operation and maintenance manuals.
4. Section 01 78 39 “Project Record Documents” for submitting Record Drawings, Record Specifications. and Record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

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

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution independent fixed layout document format.

1.4 ACTION SUBMITTALS

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

1. Coordinate submittal schedule with list of subcontracts, the Schedule of Values, and Contractor's construction schedule.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor and suppliers access to a set of digital data drawings files of the Contract Drawings for use in preparing Shop Drawings.
2. Requesting parties will be required to sign the indemnification contract included in this Project Manual.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of a need to review submittals concurrently for coordination.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in the same manner as the initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.

D. Paper Submittals: Utilize the Shop Drawing submittal cover sheet included within these project documents.

1. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

a. Submit one copy of submittal to concurrent reviewer in addition to specified numbers of copies to Architect.

2. Transmittal for paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic version of the Shop Drawing Submittal Form included as part of these contract documents.

6. Options: Identify options requiring selection by Architect.

E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. A schedule of required submittals is included in this Project Manual.

1. If desired, electronic submittals as PDF electronic files can be posted directly to Architect's FTP site established for the Project.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. If desired, electronic submittals can be sent via email as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
    b. Request receipt return message for each submittal.

3. Action Submittals: If paper submittals are used, submit four paper copies of each submittal unless otherwise indicated. Architect will return two copies.

B. Product Data: Collect information into a single submittal for each element of construction and type of equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Project Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Submit Product Data before or concurrent with Samples.
4. Submit Product Data in one of the following formats:

    a. PDF electronic file.
    b. Four paper copies of each submittal. Architect will return two copies.

3. Shop Drawings: Prepare Project-specific information, drawn actually to scale. Do not based Shop Drawings on reproductions of the Contract Documents or standard printed data.

4. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Seal and signature of professional engineer.

5. Submit Shop Drawings in one of the following formats:

    a. PDF electronic file.
    b. Four paper copies of each submittal. Architect will return two copies.

I. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transit Samples that contain multiple, related components such as accessories together in one submittal package.

2. For projects where electronic submittals are allowed, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
3. Samples of Initial Selection: Submit manufacturer's color charts consisting of units or sections of unit showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected to be selected from manufacturer's product line. Architect will return submittal with options selected.

J. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

K. Test and Inspection Reports and Schedules of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

L. Closeout Submittals and Maintenance Materials: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

M. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer's Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing evidence where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 “Close Out Procedures.”

C. Approval Stamp: Stamp each submittal with uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S REVIEW

A Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriate.

B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

C. Submittals not required by the Contract Documents will be returned by Architect without action.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

C. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

D. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

F. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

G. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

H. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor’s Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor’s quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2 Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule of time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection.

E. Continuous Inspection for Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work and compliance with standards of workmanship established by Contract requirements.

F. Monitoring and Documentation: maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming

or defective. Indicate corrective actions taken to non-conforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections.

1.7 QUALITY ASSURANCE

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

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   d. When testing is complete, remove test specimens and test assemblies, do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Engage a qualified testing agency to perform quality-control services and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer’s Field Services: Where indicated, engage a factory-authorized representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 “Submittal Procedures.”

D. Manufacturer’s Technical Services: Where indicated, engage a manufacturer’s technical representatives to observe and inspect the Work. Manufacturer’s technical representative’s services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

G. Associated Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor’s quality-control plan. Coordinate and submit concurrently with Contractor’s construction schedule. Update as work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.

25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - Canadian Standards Association; www.csa.ca.

65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org .
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.

105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.
124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; www.marble-institute.com.
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
138. NBI - New Buildings Institute; www.newbuildings.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
141. NEBB - National Environmental Balancing Bureau; www.nebb.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.
143. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.

145. NETA - InterNational Electrical Testing Association; www.netaworld.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
147. NFPA - National Fire Protection Association; www.nfpa.org.
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; www.nfrc.org.
150. NHLA - National Hardwood Lumber Association; www.nhla.com.
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
154. NRCA - National Roofing Contractors Association; www.nrca.net.
155. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
156. NSF - NSF International; www.nsf.org.
157. NSPE - National Society of Professional Engineers; www.nspe.org.
158. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
160. NWFA - National Wood Flooring Association; www.nwfa.org.
161. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
162. PDI - Plumbing & Drainage Institute; www.pdionline.org.
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); http://www.plasa.org.
164. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
165. RFCI - Resilient Floor Covering Institute; www.rfci.com.
166. RIS - Redwood Inspection Service; www.redwoodinspection.com.
167. SAE - SAE International; www.sae.org.
168. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
169. SDI - Steel Deck Institute; www.sdi.org.
170. SDI - Steel Door Institute; www.steeldoor.org.
171. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; www.siaonline.org.
174. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMA - Screen Manufacturers Association; www.smainfo.org.
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
177. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
178. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
179. SPIB - Southern Pine Inspection Bureau; www.spib.org.
180. SPRI - Single Ply Roofing Industry; www.spri.org.
181. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
182. SSINA - Specialty Steel Industry of North America; www.ssina.com.
183. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
184. STI - Steel Tank Institute; www.steeltank.com.
185. SWI - Steel Window Institute; www.steelwindows.com.
186. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
187. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.

190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; www.masonrysociety.org.
193. TPI - Truss Plate Institute; www.tpinst.org.
194. TPI - Turfgrass Producers International; www.turfgrasssod.org.
195. TRI - Tile Roofing Institute; www.tileroofing.org.
196. UL - Underwriters Laboratories Inc.; http://www.ul.com.
197. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
198. USAV - USA Volleyball; www.usavolleyball.org.
199. USGBC - U.S. Green Building Council; www.usgbc.org.
200. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
201. WASTEC - Waste Equipment Technology Association; www.wastec.org.
202. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
203. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
204. WDMA - Window & Door Manufacturers Association; www.wdma.com.
205. WI - Woodwork Institute; www.wicnet.org.
206. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
207. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.

11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).

4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
3. Indicate sequencing of work that requires water and describe plans for dealing with Water from those operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. General Contractor may at his option place his field office inside the Annex/Plaza. Meeting may be held in facility conference room.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."

C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations oe elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required for construction operations.

H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Parking areas for construction personnel shall be off-site.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

E. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

G. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.

   1. Do not load elevators beyond their rated weight capacity.
   2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

H. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
3. Provide walk-off mats at each entrance through temporary partition.

H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair

damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Architect's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term “or equal,” or “or approved equal,” or “or approved,” comply with requirements in “Comparable Products” Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Products

a. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in “Comparable Products” Article for consideration of an unnamed product.

2. Manufacturers:

a. Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply. with requirements in “Comparable Products” Article for consideration of an unnamed manufacturer’s product.

3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.

3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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SECTION 01 73 00 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 “Submittal Procedure” for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or effect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

1. Notify Owner in writing not less than three days in advance of proposed utility interruptions. Coordinate with Owner’s Schedule.
2. Do not proceed with utility interruptions without Owner’s written permission.

B. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning construction activities, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

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

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.

5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor

bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Remove and replace damaged, defective, or non-conforming Work.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

1. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

2. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
b. Restore damaged pipe to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

I. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

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SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous waste.
2. Recycling nonhazardous waste.
3. Disposing of nonhazardous waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators etain subparagraph below with last option in "General" Paragraph above to suit Project. Verify capabilities of local recycling facilities.

1. Demolition Waste.

2. Construction Waste.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 14 days of date established for the Notice to Proceed.

1.6 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons (tonnes).
4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.7 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements.

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review

methods and procedures related to waste management including, but not limited, the following:

1. Review and discuss waste management plan including responsibilities of waste management coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate calculations for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Section 015000 “Temporary Facilities and Controls.”

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

3.3 RECYCLING WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or re-use facility requirements. Maintain materials are free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.

B. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

C. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

E. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

F. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.

G. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

H. Carpet Tile: Remove debris, trash, and adhesive.

1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

I. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

J. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

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

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

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

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated file.
b. PDF electronic file. Architect will return annotated file.
c. Three paper copies. Architect will return two copies.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than

date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Architect.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
d. Sweep concrete floors broom clean in unoccupied spaces.
e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
f. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
i. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 01 77 00

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SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

B. Related Requirements:

1. Section 013300 “Submittal Procedures” for submitting copies of submittals for operation and maintenance manuals.
2 Division 01 Section “Closeout Procedures” for submitting operation and Maintenance manuals.
3. Division 01 Section “Project Record Documents” for preparing Record Drawings for operation and maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.

b. Enable inserted reviewer comments on draft submittals.

2. Submit two paper copies. Architect will return one copies.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 14 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 14 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: prepare a single, comprehensive directory of emergency, operation, and Maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1 List of documents.
2. List of systems.
3. List of equipment.
4. Table of Contents.

2. List of Systems and Subsystems. List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

3. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

4. Table of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

5. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and a piece of equipment with same designation used in the Contract Documents.

1.4 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Operating standards.
3. Operating procedures.
4. Operating logs.
5. Wiring diagrams.
6. Control diagrams.
7. Piped system diagrams.
8. Precautions against improper use.
9. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer’s name.
3. Equipment identification with serial number of each component.

4. Equipment function.
5. Operating characteristics.
6. Lighting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions for stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as
installed.

2.3 PRODUCT MAINTENANCE MANUALS

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

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of clening agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.

5. Repair instructions.

E. Repair Materials and Sources. Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warrantees and bonds and lists of circumstances and conditions that would affect validity of warrantees and bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system. Include source information, manufacturer's maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list, and source information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. for each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C . Manufacturer Maintenance Documentation: Manufacturers' maintenance information including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Test and inspection procedures.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly, component removal, repair, and replacement, and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements. List of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service
2. Maintenance and Service Record: Include manufacturer's forms for recording

maintenance.

F Spare Parts List and Source Information: Include lists of replacement and repairs parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warrantees and bonds and lists of circumstances and conditions that would affect validity of warrantees and bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 – EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual That provides an organized reference to operation and maintenance manuals.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating Care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment.

1.. Prepare separate manual for each system and subsystem, in the form of an Instructional manual for use by Owner's operating personnel.

D. Manufacturer's Data: Where manuals contain manufacturer's standard printed data, Include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturer's standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

E. Drawings: prepare drawings supplementing manufacturer's printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Section 017839 “Project Record Documents.”

F. Comply with Section 017700 “Closeout Procedures” for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

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SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017300 "Execution" for final property survey.
2. Section 017700 “Closeout Procedures” for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies:

a. Submit one paper-copy set of marked-up record prints.
b. Submit PDF electronic files of scanned record prints.
c. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
d. Print each drawing, whether or not changes and additional information recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project Specifications, including addenda and contract modifications.

C. Record Product Data: Submit an annotated PDF electronic file and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Locations of concealed internal utilities.
i. Changes made by Change Order.
j. Changes made following Architect's written orders.
k. Details not on the original Contract Drawings.
l. Field records for variable and concealed conditions.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Use colors to distinguished between changes for different for different categories of the Work at the same location.
5. The as-built documents will be reviewed monthly prior to Pay Applications being released to the General Contractor..

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

a. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
b. Format: Annotated PDF electronic file with comment function enabled.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that Cannot be readily identified and recorded later.

2. Format: Submit record Specifications as annotated PDF electronic file of marked-up paper copy of Specifications.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: maintain one copy of each of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance Record Documents and Samples: Store record documents and Samples In the field office apart from the Contract Documents used for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected From deterioration and loss.

END OF SECTION 01 78 39

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SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration, equipment, and products.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of project.
b. Name of Architect.
c. Name of Contractor.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include name of project and date of video recording on each page.

3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1 Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

A Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

a. System, subsystem, and equipment descriptions.

b. Performance and design criteria if Contractor is delegated design responsibility.
c. Operating standards.
d. Regulatory requirements.
e. Equipment function.
f. Operating characteristics.
g. Limiting conditions.
h. Performance curves.

2. Documentation: Review the following items in detail:

a. Emergency manuals.
b. Systems and equipment operation manuals.
c. Systems and equipment maintenance manuals.
d. Product maintenance manuals.
e. Project Record Documents.
f. Identification systems.
g. Warranties and bonds.
h. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.

c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning.
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

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

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

D. Schedule training with Owner with at least seven days' advance notice.

E. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.4 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.
2. Electronic Media: read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
3. File Hierarchy: Organize folder structure and file locations according to Project Manual table of contents. Provide complete screen-based menu.
4. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project Specifications.
5. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:

    a. Name of Contractor/Installer.
    b. Business address.
    c. Business phone number.
    d. Point of contact.
    e. E-mail address.

B. Recording or photos: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

C. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

D. Transcript: Provide a transcript of the narration. Display images and running time captured from photographs or video opposite the correspondence narration segment.

E. Provide video recordings used as a component of training modules in same format as recordings of live training. (If required in lieu of photos.)

END OF SECTION 01 79 00

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SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

2. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

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

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site..

1.4 INFORMATIONAL SUBMITTALS

A. Engineering Survey: Submit engineering survey of condition of building.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection and for dust control.. Indicate proposed locations and construction of barriers.

C. Schedule of selective demolition activities with starting and ending dates for each activity.

D. Predemolition photographs or video.

E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

A. Inventory of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.

2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

C. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. Arrange to shut off utilities with utility companies.

3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

(a) Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

(b) Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.

(c) Equipment to Be Removed: Disconnect and cap services and remove equipment.

(d) Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

(e) Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

(f) Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

(g) Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

4. Maintain fire watch during and for at least one hour after flame-cutting operations.

5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

6. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area designated by Owner.

5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 051200
STRUCTURAL STEEL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Structural steel framing members.

1.02 RELATED REQUIREMENTS

A. Section 053100 - Steel Decking: Support framing for small openings in deck.

B. Section 055000 - Metal Fabrications: Steel fabrications affecting structural steel work.

1.03 REFERENCE STANDARDS

A. AISC (MAN) - Steel Construction Manual; 2023.

B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges; 2022.

C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.

D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

E. ASTM A242/A242M - Standard Specification for High-Strength Low-Alloy Structural Steel; 2013 (Reapproved 2018).

F. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.

G. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019.

H. SSPC-SP 3 - Power Tool Cleaning; 2018.

1.04 SUBMITTALS

A. See Section << 013000 - Administrative Requirements>>, for submittal procedures.

B. Shop Drawings:

1. Indicate profiles; sizes; spacing; locations of structural members; openings; attachments; fasteners.

2. Connections; Connections not detailed.

1.05 QUALITY ASSURANCE

A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."

B. Fabricator: Company specializing in performing the work of this section with minimum 3 years of documented; experience.

C. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.

PART 2 PRODUCTS

2.01 MATERIALS

A. Steel << Angles; Plates; Channels; S Shapes; M Shapes; HP Shapes: ASTM A36/A36M.

B. Steel Shapes; Plates; Bars: ASTM A242/A242M; ASTM A588/A588M; high-strength, corrosion-resistant structural steel.

C. Structural Bolts and Nuts: Carbon steel, ASTM A307, Grade A and galvanized in compliance with ASTM A153/A153M Class C.

2.02 FABRICATION

A. Shop fabricate to greatest extent possible.

B. Fabricate connections << for bolt, nut, and washer connectors; for riveting.

2.03 FINISH

A. Prepare structural component surfaces in accordance with SSPC-SP 1; SSPC-SP 2; SSPC-SP 3; SSPC-SP 5; SSPC-SP 6; SSPC-SP 7; SSPC-SP 10; SSPC-SP 11; SSPC-SP 13.

B. Shop prime structural steel members. Do not prime surfaces that will be fireproofed; field welded; in contact with concrete; high strength bolted.

PART 3 EXECUTION

3.01 ERECTION

A. Erect structural steel in compliance with AISC 303.

B. Do not field cut or alter structural members without approval of Architect.

C. After erection, prime welds, abrasions, and surfaces not shop primed; galvanized; except surfaces to be in contact with concrete.

3.02 TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

B. Maximum Offset From True Alignment: 1/4 inch.

END OF SECTION

SECTION 053100
STEEL DECKING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Metal form deck.

1.02 RELATED REQUIREMENTS

A. Section 055000 - Metal Fabrications: Steel angle concrete stops at deck edges.

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; 2023.

B. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019.

C. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 2004.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittals procedures.

B. Product Data: Provide deck profile characteristics, dimensions, structural properties, and finishes.

C. Shop Drawings: Indicate deck plan, support locations, projections, openings, reinforcement, pertinent details, and accessories.

1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.

PART 2 PRODUCTS

2.01 STEEL DECK

A. Metal Form Deck: Corrugated sheet steel:

1. Galvanized Steel Sheet: ASTM A653/A653M, Structural Steel (SS) Grade 33/230, with G90/Z275 galvanized coating.

2. Primer: Shop coat of manufacturer's standard primer paint over cleaned and phosphatized substrate.

3. Formed Sheet Width: 24 inch.

4. Side Joints: Lapped, mechanically fastened.

5. End Joints: Lapped, mechanically fastened.

2.02 ACCESSORY MATERIALS

A. Fasteners: Galvanized hardened steel, self tapping.

B. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

PART 3 EXECUTION

3.01 INSTALLATION

A. Fasten deck to steel support members at ends and intermediate supports at 12 inches on center maximum, parallel with the deck flute and at each transverse flute using mechanical fasteners.

B. At mechanically fastened male/female side laps fasten at 24 inches on center maximum.

C. Drive mechanical sidelap connectors completely through adjacent lapped sheets; positively engage adjacent sheets with minimum three-thread penetration.

D. Position floor drain pans with flange bearing on top surface of deck. Fusion weld at each deck flute.

END OF SECTION

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Miscellaneous framing and supports.
2. Shelf angles.
3. Miscellaneous steel trim.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Fasteners.
2. Shop primers.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

PART 2 - PRODUCTS

2.1 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

2.2 MISCELLANEOUS MATERIALS

A. Shop Primers: Provide primers that comply with Section 099113 "Exterior Painting."

B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer that contains pigments that make it easily distinguishable from zincrich primer.

C. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

D. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

2.3 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c.

2.4 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Where wood nailers are attached to girders with bolts or lag screws, drill or punch holes at 24 inches (600 mm) o.c.

2.5 SHELF ANGLES

A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch (19-mm) bolts, spaced not more than 6 inches (150 mm) from ends and 24 inches (600 mm) o.c., unless otherwise indicated.

1. Provide mitered and welded units at corners.
2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches (50 mm) larger than expansion or control joint.

B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.

C. Prime shelf angles located in exterior walls with zinc-rich primer.

2.6 MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.

B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.

C. Prime [exterior]miscellaneous steel trim with zinc-rich primer.

2.7 GENERAL FINISH REQUIREMENTS

A. Finish metal fabrications after assembly.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections. C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

A. Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.

3.3 INSTALLATION OF SHELF ANGLES

A. Install shelf angles as required to keep masonry level, at correct elevation, and flush with vertical plane.

B. Anchor to concrete construction to comply with manufacturer's written instructions.

3.4 REPAIRS

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 05 50 00

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Wood blocking**,** and nailers.
3. Wood furring and grounds.
4. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data:

1. For each type of process and factory-fabricated product.
2. For preservative-treated wood products.

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Post-installed anchors.
5. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
3. Dress lumber, S4S, unless otherwise indicated. B. Maximum Moisture Content:

1. Boards:15 percent.
2. Dimension Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less; 19 percent for more than 2-inch nominal (38-mm actual) thickness) thickness] unless otherwise indicated.

2.2 PRESERVATIVE TREATMENT

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat all rough carpentry unless otherwise indicated. [items indicated on Drawings, and the following:]

1. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
2. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
3. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
4. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions by Grade: Construction or No. 2, Stud, or No. 3 Standard, Stud, or No. 3 grade.

1. Application: All interior partitions.
2. Species:

a. Southern pine or mixed southern pine; SPIB.
b. Northern species; NLGA.
c. Eastern softwoods; NeLMA.
d. Western woods; WCLIB or WWPA.

B. Framing Other Than Non-Load-Bearing Partitions by Grade: No. 2 grade.

1. Application: Framing other than [interior partitions] [interior partitions not indicated as load bearing].
2. Species:

a. Southern pine; SPIB.
b. Southern pine or mixed southern pine; SPIB.
c. Douglas fir-south; WWPA.
d. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

C. Framing Other Than Non-Load-Bearing Partitions by Performance: Any species and grade with a modulus of elasticity of at least 1,500,000 psi (10 350 MPa) and an extreme fiber stress in bending of at least 1000 psi (6.9 MPa) for 2-inch nominal (38-mm actual) thickness and 12-inch nominal (286-mm actual) width for single-member use.

1. Application: Framing other than interior partitions.

D. Exposed Framing: Hand-select material for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.

1. Species and Grade: As indicated above for load-bearing construction of same type.

2.4 MISCELLANEOUS LUMBER

A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.
4. Grounds.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

C. Concealed Boards: 15 percent maximum moisture content and [any of]the following species and grades:

1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
2. Eastern softwoods; No. 2 Common grade; NeLMA.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C in thickness indicated or, if not indicated, not less than 1/2-inch (13-mm) nominal thickness.

2.6 FASTENERS

A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.

1. Where rough carpentry is exposed to weather, in ground contact, pressure preservative treated, or in area of high relative humidity, provide fasteners with hot dip zinc coating complying with ASTM A153/A153M.

B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on [ICC-ES AC01] [ICC-ES AC58] [ICC-ES AC193] [or] [ICC-ES AC308] as appropriate for the substrate.

2.7 METAL FRAMING ANCHORS

A. Allowable design loads, as published by manufacturer, are to meet or exceed those indicated [of basis-of-design products] [of products of manufacturers listed]. Manufacturer's published values are to be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors are to be punched for fasteners adequate to withstand same loads as framing anchors.

B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 (Z180) coating designation.

1. Use for interior locations unless otherwise indicated.

C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653/A653M; structural steel (SS), high strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.

1. Use for wood-preservative-treated lumber and where indicated.

2.8 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets:

1. Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.
2. Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.

3. Self-adhering sheet consisting of 64mils (1.6 mm) of rubberized asphalt laminated on one side to a 4-mil- (0.10-mm-) thick, polyethylene-film reinforcement, and with

release liner on adhesive side; formulated for application with primer or surface conditioner that complies with VOC limits of authorities having jurisdiction.

B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

C. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

C. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

D. Install shear wall panels to comply with manufacturer's written instructions.

E. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

F. Do not splice structural members between supports unless otherwise indicated.

G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservativetreated lumber.

H. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
2. ICC-ES evaluation report for fastener.

3.2 PROTECTION

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

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 10 00

SECTION 072119
FOAMED-IN-PLACE INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Foamed-in-place insulation.

B. Foamed-in-place intumescent insulation, single-layer monolithic system.

C. Protective intumescent coating.

1.02 RELATED REQUIREMENTS

A. Section .

B. Section 092116 - Gypsum Board Assemblies: Gypsum board for thermal barrier covering foam insulation

1.03 REFERENCE STANDARDS

A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2021.

B. ASTM D1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics; 2016 (Reapproved 2023).

C. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics; 2019.

D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026a.

E. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.

F. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).

G. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.

H. FM 4880 - Evaluating the Fire Performance of Insulated Building Panel Assemblies and Interior Finish Materials; 2017.

I. NFPA 275 - Standard Method of Fire Tests for the Evaluation of Thermal Barriers; 2022.

J. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2024.

K. UL 1040 - Standard for Safety Fire Test of Insulated Wall Construction; Current Edition, Including All Revisions.

L. UL 1715 - Standard for Safety Fire Test of Interior Finish Material; Current Edition, Including All Revisions.

M. ASTM E2357 - Standard Test Method for Determining Air Leakage of Air Barrier Assemblies

N. NFPA 259 (UBC 26-1) - Standard Test Method for Potential Heat of Building Materials

O. NFPA 285 - Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Non-Load Bearing Wall Assemblies Containing Combustible Components

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.

C. Certificates: Certify that products of this section meet or exceed specified requirements.

D. ABAA Field Quality Control Submittals: Submit third-party reports of testing and inspection as required by ABAA QAP.

E. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

F. Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.

G. Installer Qualification: Submit documentation of current contractor accreditation and current installer certification. Keep copies of all contractor accreditation and installer certification on site during and after installation. Present on-site documentation upon request.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified, with minimum three years documented experience, and approved by manufacturer.

C. Air Barrier Association of America (ABAA) Quality Assurance Program (QAP); www.airbarrier.org/sle:

1. Installer Qualification: Use accredited contractor, certified installers, evaluated materials, and third-party field quality control audit.

2. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.

D. Compliance with ASTM E 2357 & NFPA 285 tests as noted in references

1.07 MOCK-UPS

A. Spray foam insulation to be included in mock-up wall construction.

1.08 FIELD CONDITIONS

A. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.

B. Do not apply foam when temperature is within 5 degrees F of dew point.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Foamed-In-Place Insulation:

1. BASF Corporation; WALLTITE US Series Closed Cell: www.spf.basf.com

a. Basis of Design

2. Henry Company: www.henry.com

3. Icynene Inc: www.icynene.com/#sle.

4. NCFI Polyurethanes: www.ncfi.com.

5. Substitutions: See Section 016000 - Product Requirements.

2.02 MATERIALS

A. Foamed-In-Place Insulation: Medium-density, rigid or semi-rigid, closed cell polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.

1. Regulatory Requirements: Comply with applicable code for flame and smoke, concealment, and fire protection requirements.

a. Fire Protection: Provide 15-minute thermal barrier of 1/2 inch gypsum board or equivalent material complying with NFPA 275 test method, or foamed-in-place insulation either exposed or with covering that complies with FM 4880, NFPA 286, UL 1040, or UL 1715.

2. Thermal Resistance: R-value of 6.7, minimum, per 1 inch thickness at 75 degrees F mean temperature when tested in accordance with ASTM C518.

3. Water Vapor Permeance: Vapor retarder; .46 perm, maximum, when tested at intended thickness in accordance with ASTM E96/E96M, desiccant method.

4. Water Absorption: Less than 2 percent by volume, maximum, when tested in accordance with ASTM D2842.

5. Air Permeance: 0.04 cfm per square foot, maximum, when tested at intended thickness in accordance with ASTM E2178 at 1.57 psf.

6. Closed Cell Content: At least 98 percent.

2.03 ACCESSORIES

A. Primer: As required by insulation manufacturer.

1. The primer to be applied must be specifically selected for the given substrate to be primed and must be compatible with the spray polyurethane foam.

B. Protective Coating: Intumescent coating of type recommended by insulation manufacturer and as required to comply with applicable codes.

1. Coating Type: Single component, water-based.

2. Protected Insulation Type: Spray polyurethane foam (SPF).

3. Application: Apply using brush, roller, or airless sprayer.

4. Surface Burning Characteristics: Flame spread/smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.

5. Color: As indicated on drawings.

C. Foam stop angle: Metal or plastic angle used for foam stop

1. Aluminum

2. Extruded plastic equal to Jam-Ex by EXO-TEC Manufacturing, Inc.

2.04 COMPLIANCE

A. Material/system must be compliant with the requirements of NFPA 285 as it applies to tested assemblies and claddings. Proof of compliance is required for constructions that must meet NFPA 285 per building code requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify work within construction spaces or crevices is complete before insulation application.

B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation adhesion.

3.02 PREPARATION

A. Mask and protect adjacent surfaces from over spray or dusting.

B. Apply primer in accordance with manufacturer's instructions.

1. Prime substrate for application of sheet membrane transition strips as recommended by manufacturer and as follows:

a. Prime masonry, concrete substrates with conditioning primers.

b. Prime glass-fiber surfaced gypsum sheathing an adequate number of coats to achieve required bond, with adequate drying time between coats.

c. Prime wood, metal, and painted substrates with primer.

d. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through air barrier and at protrusions.

e. Read all material safety data sheets (if applicable) for being installed and coordinate requirements with other trades.

f. Discuss the spray areas and plans for safely protecting workers performing the application and keeping others out of that area during the application (spraying).

C. Familiarize all installers with correct and safe application and handling procedures:

1. See API Bulletin AX-119, "MDI-Based Polyurethane Foam Systems: Guidelines for Safe Handling and Disposal."

2. Refer to appropriate Safety Data Sheets for additional safety information.

3.03 APPLICATION

A. Apply insulation in accordance with manufacturer's instructions.

B. Apply primer at all locations as recommended by manufacturer.

C. Apply insulation by spray method, to a uniform monolithic density without voids.

D. Apply to a minimum cured thickness of 3 inch.

E. Apply protective coating monolithically, without voids, to fully cover foam insulation, to achieve fire rating required.

F. Patch damaged areas.

G. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.

H. Trim excess away for applied trim or remove as required for continuous sealant bead.

I. Apply foam to a 3 inch thickness at R20 minimum, with pass thicknesses of 1/2 inch to 2 inches (2 passes minimum). Allow cooling time of 15-30 minutes between passes.

J. Contractor shall remove excess foam from masonry anchors and other building components as required for installation of subsequent construction.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Contractor shall make arrangements for third party test/inspection. Inspection will include verification of insulation and overcoat thickness and density.

3.05 PROTECTION

A. Do not permit subsequent construction work to disturb applied insulation.

END OF SECTION

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.

1.2 REINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product data.

B. Samples: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view. C. Joint-sealant schedule.

1.4 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.

B. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

A. Warranty Documentation:

1. Manufacturers' special warranties.
2. Installer's special warranties.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 50, NT: Single-component, non-sag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

1. Recommended Manufacturers: Pecora Corporation – 896-TBS
Pecora Corporation – PCS
Silkasil – WS-305 AM
Silkasil – WS - 395

B. Urethane, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturer: Sherwin Williams – Stampede – 1
   Sherwin Williams – Stampede – TX
   Pecora Corporation – Dynatrol I – XL
   Sikaflex – 201-T
   Sikaflex – 201 US
   PPG Top Gun-400 Elastomeric Acylic Urethane Sealant 418

2.3 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C1330,Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant

manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Unglazed surfaces of ceramic tile.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.
    c. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

H. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 00

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SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

1.2 ACTION SUBMITTALS

A. Product data.

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work. C. Samples: For each texture finish indicated on same backing indicated for Work.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

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

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C1396/C1396M.

1. Approved Manufacturers:

a. American Gypsum Board: 1/2 inch Classic Rock Regular Gypsum Board.
b. Pabco Gypsum: Pabco Regular Gypsum Board.
c. USG: USG Imperial Gypsum Base Panel.
d. Armstrong: Gypsum Wall Board.
e. National Gypsum: Gold Bond Gypsum Board.
f. CertainTeed: East Lite Lightweight Drywall.
g. Architect approved equal.

2. Thickness: 1/2 inch (12.7 mm).
3. Long Edges: Tapered for prefilling].

2.3 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

1. Material: Aluminum-coated steel sheet, rolled zinc, or plastic sheet.
2. Shapes:

    a. Cornerbead.
    b. Bullnose bead.
    c. LC-Bead: J-shaped; exposed long flange receives joint compound.
    d. L-Bead: L-shaped; exposed long flange receives joint compound.

2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

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

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.

    a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

2.5 AUXILIARY MATERIALS

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

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

1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

C. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

D. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION

3.1 INSTALLATION OF PANELS

A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

B. Comply with ASTM C840.

C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

3.2 FINISHING OF GYPSUM BOARD

A. Prefill open joints and damaged surface areas.

B. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

C. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile.
3. Level 3: Where indicated on Drawings.
4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated..
    a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."
5. Level 5: Where indicated on Drawings.
    a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.3 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 09 29 00

SECTION 093000
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tile for floor applications.

1.02 RELATED REQUIREMENTS

A. Section 079200 - Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.

1.03 REFERENCE STANDARDS

A. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesive or Water Cleanable Tile-Setting Epoxy Adhesive; 2019.

B. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grout Epoxy; 1999 (Reaffirmed 2019).

C. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2017 (Reaffirmed 2022).

D. ANSI A108/A118/A136.1 - Specifications for the Installation of Ceramic Tile; 2020.

E. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2021.

F. ANSI A118.4 - American National Standard Specifications for Modified Dry-Set Cement Mortar; 2019.

G. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2014 (Reaffirmed 2019).

H. ANSI A118.12 - American National Standard Specifications for Crack Isolation Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2014 (Reaffirmed 2019).

I. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2022.

J. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products; 2018 (Reapproved 2023).

K. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.

L. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.

M. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2023.

1.04 ADMINISTRATIVE REQUIREMENTS

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

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.

C. Shop Drawings: Indicate tile layout, patterns, ceramic accessories, and setting details.

D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 by 18 inches in size illustrating pattern, color variations, and grout joint size variations.

E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

F. Master Grade Certificate: Submit for each type of tile, signed by the tile manufacturer and tile installer.

G. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 016000 - Product Requirements, for additional provisions.

2. Extra Tile: Furnish to owner two unopened cartons of each color and pattern selected for owner's future use from original delivery to job.

1.06 QUALITY ASSURANCE

A. Maintain one copy of and ANSI A108/A118/A136.1 and TCNA (HB) on site.

B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.

C. Installer Qualifications: Company specializing in performing tile installation, with minimum of five years of documented experience.

1. Installer must be NTCA Five Star Contractor and TCAA Trowel of Excellence Contractor.

D. All tile and accessories covered under this section shall be the products of a manufacturer who is a member of the Tile Council of North America, Inc.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not install solvent-based products in an unventilated environment.

B. Maintain ambient and substrate temperature above 50 degrees F and below 100 degrees F during installation and curing of setting materials.

PART 2 PRODUCTS

2.01 TILE

A. Manufacturers:

1. As indicated on the drawings.

2. Substitutions: Not permitted.

B. Porcelain Floor Tile: ANSI A137.1 standard grade.

1. Moisture Absorption: 0 to 0.5 percent as tested in accordance with ASTM C373.

2. Size: 12 by 12 inch, nominal.

3. Thickness: 5/16 inch.

4. Edges: Square.

5. Color(s): As indicated on drawings.

6. Pattern: As indicated on drawings.

7. Products:

a. As indicated on drawings.

b. Substitutions: Not permitted.

2.02 SETTING MATERIALS

A. Trowelable Underlayments and Patching Compountds: Latex modified, Portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

B. Manufacturers:

1. Custom Building Products: www.custombuildingproducts.com.

2. LATICRETE International, Inc: www.laticrete.com/sle.

3. Substitutions: Not permitted.

C. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.

1. Applications: Use this type of bond coat where indicated and where no other type of bond coat is indicated.

2. Setting mortar for large modular tile and stone (any tile with dimension over 12" in either direction): Medium-bed polymer modified single-component mortar complying with ISO 13007-C2TES1P1.

3. Setting mortar for all other types of stone and vitreous tile not inlcuded in paragraph/section above: Thin-set installation--polymer modified single component mortar complying with ISO 13007-C2ES1P1.

4. Products:

a. ARDEX Engineered Cements; ARDEX N 23 MICROTEC: www.ardexamericas.com.

b. AVM Industries, Inc; Thin-Set 780: www.avmindustries.com.

c. Custom Building Products; Complete Contact-LFT Premium Rapid Setting Large Format Tile Mortar, with Multi-Surface Bonding Primer: www.custombuildingproducts.com.

d. LATICRETE International, Inc; LATICRETE 254 Platinum: www.laticrete.com/#sle.

e. Merkrete, by Parex USA, Inc; Merkrete 735 Premium Flex: www.merkrete.com/sle.

f. ProSpec, an Oldcastle brand; Permalastic System: www.prospec.com.

D. Mortar Bed Materials: Pre-packaged mix of Portland cement, sand, latex additive, and water.

1. Products:

a. LATICRETE International, Inc; LATICRETE 3701 Fortified Mortar Bed: www.laticrete.com/#sle.

b. Merkrete, by Parex USA, Inc; Merkrete Underlay C: www.merkrete.com/#sle.

c. Proflex Products, Inc; MSI - Mud Set Installation: www.proflex.us/#sle.

d. Substitutions: Not permitted.

2.03 GROUTS

A. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.

1. Color(s): As indicated on drawings.

2. 100% solids, water cleanable, non-sagging, complying with ISO 13007 RG.

3. Products:

a. Custom Building Products; CEG-IG 100% Solids Industrial Grade Epoxy Grout: www.custombuildingproducts.com/#sle.

b. LATICRETE International, Inc; LATICRETE SPECTRALOCK PRO Premium Grout: www.laticrete.com/#sle.

c. Mapei; Kerapoxy CQ: www.mapei.com.

2.04 MAINTENANCE MATERIALS

A. Tile Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type.

1. Applications: Between tile and adjacent fixtures/elements.

2. Color(s): As selected by Architect from manufacturer's full line.

3. Products:

a. ARDEX Engineered Cements; ARDEX SX: www.ardexamericas.com/#sle.

b. Custom Building Products; Commercial 100% Silicone Caulk: www.custombuildingproducts.com/#sle.

c. LATICRETE International, Inc; LATICRETE LATASIL: www.laticrete.com/#sle.

B. Grout Release: Temporary, water-soluble pre-grout coating.

1. Products:

a. Custom Building Products; Aqua Mix Grout Release: www.custombuildingproducts.com/#sle.

b. Substitutions: See Section 016000 - Product Requirements.

2.05 ACCESSORY MATERIALS

A. Waterproofing Membrane: Specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10.

1. Install per manufacturer's directions and recommendations.

2. Crack Resistance: No failure at 1/8 inch gap, minimum; comply with ANSI A118.12.

3. Fluid or Trowel Applied Type:

a. Material: Synthetic rubber or Acrylic.

b. Thickness: 25 mils, minimum, dry film thickness.

c. Products:

1) Custom Building Products; RedGard Crack Prevention and Waterproofing Membrane: www.custombuildingproducts.com/#sle.

2) H.B. Fuller Construction Products, Inc; TEC HydraFlex Waterproofing Crack Isolation Membrane: www.tecspecialty.com/#sle.

3) LATICRETE International, Inc; LATICRETE HYDRO BAN: www.laticrete.com/#sle.

4) Substitutions: See Section 016000 - Product Requirements.

4. Install under floor tiling in the entire room per TCNA F125-Full.

a. Complete waterproofing is required, including, but not limited to:

1) entire room

2) base flashing

3) treatment at other termination points

5. Characteristics: Anti-fracture, waterproofing, load-bearing, bondable membrane material for bridging minor shrinkage cracks in substrate; conforming to ANSI A118.10 and A118.12.

6. Exceptions:

a. Do not install membrane over structural cracks or expansion joints.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.

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 tile.

C. Verify that subfloor surfaces are dust free and free of substances that could impair bonding of setting materials to subfloor surfaces.

D. Cementitious Subfloor Surfaces: Verify that substrates are ready for tiling installation by testing for moisture and alkalinity (pH).

1. Test in accordance with Section 090561.

2. Obtain instructions if test results are not within limits recommended by tiling material manufacturer and setting material manufacturer.

E. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

A. Protect surrounding work from damage.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

D. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 INSTALLATION - GENERAL

A. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.

B. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

C. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.

D. Form internal angles square and external angles square.

E. Install thresholds where indicated.

F. Sound tile after setting. Replace hollow sounding units.

G. Keep control and expansion joints free of mortar, grout, and adhesive.

H. Prior to grouting, allow installation to completely cure; minimum of 48 hours.

I. Grout tile joints unless otherwise indicated.

J. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout, unless otherwise indicated.

1. Where waterproofing membrane is indicated, install in accordance with TCNA (HB) Method F122, with latex-Portland cement grout.

2. Where epoxy bond coat and grout are indicated, install in accordance with TCNA (HB) Method F131.

3. Where furan bond coat and grout are indicated, install in accordance with TCNA (HB) Method F133.

4. Where epoxy or furan grout is indicated, but not epoxy or furan bond coat, install in accordance with TCNA (HB) Method F115.

B. Install tile-to-tile floor movement joints in accordance with TCNA (HB) Method EJ171F.

3.05 INSTALLATION - FLOORS - MORTAR BED METHODS

A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F112, bonded, unless otherwise indicated.

1. Where waterproofing membrane is indicated, with standard grout or no mention of grout type, install in accordance with TCNA (HB) Method F121.

2. Where epoxy bond coat and grout are indicated, install in accordance with TCNA (HB) Method F132, bonded.

3. Where epoxy or furan grout is indicated, but not epoxy or furan bond coat, install in accordance with TCNA (HB) Method F114, with cleavage membrane.

B. Waterproofing Membrane: Install as recommended by manufacturer and as noted below.

C. Mortar Bed Thickness: 5/8 inch, unless otherwise indicated.

3.06 INSTALLATION - ANTI-FRACTURE/WATERPROOFING MEMBRANE

A. Install membrane to comply with ANSI A108.13 and TCNA F125A Fulland manufacturer's written instructions to produce waterproof membrane of uniform thickness bonded securely to substrate. Variations to these instructions may be acceptable due to various manufacturer's requirements and recommendations. Variations must be specifically noted and approved by Architect prior to commencing work.

B. Surface Preparation:

1. Surface temperature must be 50 - 90° F (10-32° C) during application and for 24 hours after installation. All substrates must be structurally sound, clean and free of dirt, oil, grease, paint, laitance, efflorescence, concrete sealers or curing compounds. Make rough or uneven concrete smooth to a wood float or better finish with a manufacturer-approved underlayment. Do not level with gypsum or asphalt-based products. Maximum deviation in plane must not exceed ¼" in 10 ft. (6mm in 3 m) (1/8" in 10' and 1/16" in 24" for large mat tile) with no more than 1/16" in 1 ft (1.5 mm) in 0.3 m) variation between high spots. Dampen hot, dry surfaces and sweep off excess water - installation may be made on a damp surface. New concrete slabs shall be damp cured and a minimum of 14 days old before application.

a. Installer must verify that deflection under all live, dead and impact loads of interior plywood floors does not exceed industry standards of L/360 for ceramic tile and brick or L /480 for stone installations and L/600 for ceramic tile and brick or L/480 for stone installations and L/600 for all exterior veneer applications where L = span length.

C. Pre-treat Cracks and Joints

1. Fill all substrate cracks, cold joints, and control joints to a smooth finish using a manufacturer-approved latex fortified thin-set. After filling all cracks, cold joints and control joints, apply a liberal coat of membrane approximately 8" wide over substrate cracks, cold joints and control joints using a paint brush or roller (heavy napped roller cover). 6" waterproofing/anti-fracture fabric can be used to pre-treat cracks, joints, curves, corners, drains and penetrations with membrane.

D. Pre-treat Coves and Floor/Wall Transitions

1. Fill all substrate coves and floor/wall transitions to a smooth finish and changes in plane using a latex-fortified thin-set mortar. Alternatively, a liberal coat of membrane may be used to fill in cove joints and floor/wall transitions < 1/8”. Apply a liberal coat of membrane approximately 8” wide over substrate coves and floor/wall transitions using a paint brush or roller (heavy napped roller cover).

E. Pre-treat Drains

1. Drains must be of the clamping ring type, with weepers and as per ASME A112.6.3. Apply a liberal coat of membrane liquid around and over the bottom half of drain clamping ring. Cover with a second coat of membrane. When dry, apply a manufacturer-approved sealant bead where the membrane meets the drain throat. Install top half of drain clamping ring.

F. Pre-treat Penetrations

1. Allow for a minimum 1/8” space between drains, pipes, lights or other penetrations and surrounding ceramic tile, stone or brick. Pack any gaps around pipes, lights or other penetrations with a manufacturer-approved latex-fortified thinset mortar. Apply a liberal coat of membrane around penetration opening. Cover with a second coat of membrane. Bring membrane up to level of tile or stone. When dry, seal flashing with manufacturer approved sealant.

a. Crack Isolation (Partial Coverage):

1) Crack suppression must be applied a minimum of three (3) times the width of the tile or stone being installed. The tile installed over the crack cannot be in contact with the concrete.

2. Follow TCNA Method F125 - Full for the treatment of hairline cracks, shrinkage cracks, and saw cut or control joints:

a. Apply a liberal coat of membrane to a minimum of three (3) times the width of the tile using a paint roller or paint brush and allow to dry. After the first coat has dried to the touch, install a second liberal coat of membrane over the first coat. As an alternative; apply a liberal coat of membrane liquid, three (3) times the width of the tile over the crack using a paint roller or paint brush and immediately apply the 6” wide waterproofing/anti-fracture fabric into the wet liquid over the crack. Press firmly with brush or roller to allow complete “bleed through” of liquid. Immediately apply another liberal coat of liquid over the fabric and allow to dry. When the first treatment has dried, apply a liberal coat of membrane over the first wide coat, using a paint roller or paint brush and allow to dry. Treat closest joint to the crack, saw cut, or cold joint in the tile or stone installation with manufacturer approved sealant.

G. Main Application

1. Allow any pre-treated areas to dry to the touch. Apply a liberal coat of membrane with brush or roller over substrate including pre-treated areas. Apply another liberal coat of membrane over the first coat of membrane. Let topcoat dry to the touch, approximately 1-2 hours at 70° F (21°C) and 50% RH. When last coat has dried to the touch, inspect final surface for pinholes, voids, thin spots or other defects. Use additional membrane to seal defects.

H. Protection

1. Provide protection for newly installed membrane, even if covered with a thin bed ceramic tile, stone or brick installation, against exposure to rain or other water for a minimum of 2 hours at 70°F (21°C) and 50% RH.

I. Do not install tile over membrane until membrane has cured and been tested to determine that it is watertight in accordance with ASTM 05957.

1. Flood test each installed area of waterproofing to a minimum depth of one inch for a minimum period of 24 hours.

a. Plug drains with temporary drains prior to conducting test.

b. Provide temporary dams or other means to retain water for duration of test where test area is unconfined or, in areas with sloped floors and multiple drains, for each drained area.

2. Check for leakage, repair or replace with new and retest until waterproofing membrane passes test.

3.07 GENERAL

A. Replace all broken, cracked, chipped marred, or otherwise defective tiles and restore work to conditions that match adjacent tilework and that confirm to provisions set forth herein.

B. Remove and replace tile that is damaged or that cannot be completely cleaned.

3.08 CLEANING

A. Clean tile and grout surfaces.

B. Clean all grout and mortar from face of tilework and adjacent surfaces, restoring adjacent surfaces to their original conditions. Ceramic tile shall be completely clean.

3.09 PROTECTION

A. Do not permit traffic over finished floor surface for 4 days after installation.

B. Provide protective covering to protect installation from damage due to continued construction. Remove and dispose of covering at completion of construction.

END OF SECTION

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Acoustical panels.
2. Metal suspension system.
3. Metal edge moldings and trim.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

C. Delegated Design Submittals: For seismic restraints for ceiling systems.

1. Include design calculations for seismic restraints including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, and coordinated with each other, using input from installers of the items involved.

B. Product test reports.

C. Research reports.

D. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS

A. Safely remove existing acoustical panels and ceiling grids and store until reintroduced in the reworked areas.

B. Where required provide new acoustical panels and ceiling suspension system are to be provided where noted.

C. Approved Manufacturers:

1. USG Corporation:

a. Fissured Basic #560 SLT

1) 24-inches by 24-inches by 5/8-inch (610-mm by 610-mm by 17-mm) SLT edge.

2. Equal as approved by Architect.

D. Acoustical Panel Standard: Manufacturer's standard panels in accordance with ASTM E1264.

E. Color: White

F. Light Reflectance (LR): Not less than 0.84..

G. Ceiling Attenuation Class (CAC): Not less than 35..

H. Edge/Joint Detail: reveal edge

I. Thickness: 5/8 inch (15 mm).

1. Modular Size: 24 by 24 inches (610 by 610 mm)

2.2 METAL SUSPENSION SYSTEM

A. Approved Manufacturers:

1. USG DX/DXL.
2. Equal approved by Architect.

B. Metal Suspension-System Standard: Manufacturer's standard, direct-hung, metal suspension system and accessories in accordance with ASTM C635/C635M.

C. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; pre-painted, electrolytically zinc coated, or hotdip galvanized, G30 (Z90) coating designation; with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.

1. Structural Classification: Intermediate-duty system.
2. End Condition of Cross Runners: Override (stepped)..
3. Face Design: Flat, flush.

4. Cap Material: Cold-rolled steel.
5. Cap Finish: Painted white.

2.3 ACCESSORIES

A. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

B. Hold-Down Clips: Manufacturer's standard hold-down.

C. Impact Clips: Manufacturer's standard impact-clip system designed to absorb impact forces against acoustical panels.

D. Seismic Clips: Manufacturer's standard seismic clips designed to secure acoustical panels in place during a seismic event.

PART 3 - EXECUTION

3.1 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated.

B. Layout openings for penetrations centered on the penetrating items.

3.2 INSTALLATION

A. Install acoustical panel ceilings in accordance with ASTM C636/C636M, seismic design requirements, and manufacturer's written instructions.

B. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
3. Arrange directionally patterned acoustical panels as follows:

a. As indicated on reflected ceiling plans.

b. Install panels with pattern running in one direction parallel to long axis of space.
c. Install panels in a basket-weave pattern.

3.3 FIELD QUALITY CONTROL

A. Special Inspections: Engage a qualified special inspector to perform inspections.

1. Periodic inspection during the installation of suspended ceiling grids in accordance with ASCE/SEI 7.

END OF SECTION 09 51 13

SECTION 09 65 13 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rubber base.
2. Rubber molding accessories.
3. Rubber Transitions.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 RUBBER BASE

A. Approved Manufacturers:

1. Roppe Corporation.

a. Medium grey

2. Equal approved by Architect.

B. Product Standard: ASTM F1861, Type TP (Rubber, thermoplastic),

1. Group I (solid, homogeneous).

2. Style and Location:

a. Style A, Straight: Provide in areas with carpet.
b. Style B, Cove: Provide in areas with resilient floor coverings. C.

Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches (102 mm).

E. Lengths: Cut lengths 48 inches (1219 mm) long.

F. Outside Corners: Job formed.

G. Inside Corners: Job formed.

H. Colors: As indicated by manufacturer's designations.

2.2 RUBBER TRANSITIONS

A. Approved Manufacturers:

1. Johnsonite
2. Other equal as approved by Architect.

B. Description: Rubber reducer strip for resilient floor covering.

C. Profile and Dimensions: As indicated.

D. Locations: Provide vinyl molding transition ate ceramic tile locations.

E. Colors and Patterns: As indicated by manufacturer's designations.

2.3 INSTALLATION MATERIALS

A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

3.2 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates. E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Form without producing discoloration (whitening) at bends.

2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Miter corners to minimize open joints.

3.3 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Floor Polish: Remove soil, adhesive, and blemishes from resilient stair treads before applying liquid floor polish.

    1. Apply one coat.

C. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 09 65 13

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SECTION 099123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints and stains.

C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.

1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.

2. Mechanical and Electrical:

a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.

b. In finished areas, paint shop-primed items.

D. Do Not Paint or Finish the Following Items:

1. Items factory-finished unless otherwise 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, bar code labels, and operating parts of equipment.

5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, and lead items.

6. Marble, granite, slate, and other natural stones.

7. Floors, unless specifically indicated.

8. Ceramic and other tiles.

9. Brick, architectural concrete, cast stone, integrally colored plaster, and stucco.

10. Glass.

11. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions.

B. Section 055000 - Metal Fabrications: Shop-primed items.

1.03 DEFINITIONS

A. Comply with 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; 2023.

C. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.

D. ASTM D4259 - Standard Practice for Preparation of Concrete by Abrasion Prior to Coating Application; 2018.

E. ASTM D4260 - Standard Practice for Liquid and Gelled Acid Etching of Concrete; 2023.

F. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

G. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.

H. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.

I. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

J. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).

K. SSPC V1 (PM1) - Good Painting Practice: Painting Manual Volume 1; 2016.

L. SSPC V2 (PM2) - Systems and Specifications: Steel Structures Painting Manual Volume 2; 2021.

M. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

N. SSPC-SP 2 - Hand Tool Cleaning; 2018.

O. SSPC-SP 3 - Power Tool Cleaning; 2018.

P. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

Q. SSPC-SP 13 - Surface Preparation of Concrete; 2018.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:

1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").

2. MPI product number (e.g., MPI #47).

3. Cross-reference to specified paint system products to be used in project; include description of each system.

4. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.

C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.

1. Where sheen is specified, submit samples in only that sheen.

2. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as resilient flooring, etc.,, have been approved.

D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.

E. Manufacturer's Instructions: Indicate special surface preparation procedures.

F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 016000 - Product Requirements, for additional provisions.

2. Extra Paint and Finish Materials: 1 gal of each color; from the same product run, store where directed.

3. Label each container with color in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE

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

B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience and approved by manufacturer.

1.07 MOCK-UP

A. See Section 014000 - Quality Requirements, for general requirements for mock-up.

B. Locate where directed by Architect.

C. Mock-up may remain as part of the work.

1.08 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.

1.09 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. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.

D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.

E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior, unless required otherwise by manufacturer's instructions.

F. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes from the same manufacturer.

1. If a single manufacturer cannot provide specified products; minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.

B. Paints:

1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com.

C. Primer Sealers: Same manufacturer as top coats.

D. Substitutions: See Section 016000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.

1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.

2. Provide paints and finishes 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.

3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

4. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.

5. Supply each paint material in quantity required to complete entire project's work from a single production run.

6. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Volatile Organic Compound (VOC) Content: See Section 016116.

C. Flammability: Comply with applicable code for surface burning characteristics.

D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

E. Colors: As indicated on drawings.

1. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board and concrete masonry units.

1. Two top coats and one coat primer.

2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #144).

a. Products:

3. Top Coat Sheen:

a. Flat: MPI gloss level 1; use this sheen for ceilings and other overhead surfaces.

b. Eggshell: MPI gloss level 3; use this sheen for gypsum board other than ceilings and concrete masonry units.

c. Satin: MPI gloss level 4; use this sheen for gypsum board other than ceilings and concrete masonry units.

4. Primer: As recommended by top coat manufacturer for specific substrate.

B. Paint I-OP-MD-DT - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals and wood:

1. Medium duty applications include doors, door frames, railings, handrails, guardrails, and balustrades.

2. Two top coats and one coat primer.

3. Top Coat(s): Interior Light Industrial Coating, Water Based; MPI #153.

a. Products:

1) Sherwin-Williams Pro Industrial Acrylic Coating, Semi-Gloss. (MPI #153)

4. Primer: As recommended by top coat manufacturer for specific substrate.

2.04 ACCESSORY MATERIALS

A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been adequately prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. Test shop-applied primer for compatibility with subsequent cover materials.

E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:

1. Gypsum Wallboard: 12 percent.

2. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

3. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

4. Concrete Floors and Traffic Surfaces: 8 percent.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

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

C. Remove or repair existing paints or finishes that exhibit surface defects.

D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

E. Seal surfaces that might cause bleed through or staining of topcoat.

F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

G. Concrete:

1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

2. Clean surfaces with pressurized water. Use pressure range of 1,500 to 4,000 psi at 6 to 12 inches. Allow to dry.

3. Clean concrete according to ASTM D4258. Allow to dry.

4. Prepare surface as recommended by top coat manufacturer and according to SSPC-SP 13.

H. Masonry:

1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.

2. Prepare surface as recommended by top coat manufacturer.

3. Clean surfaces with pressurized water. Use pressure range of 600 to 1,500 psi at 6 to 12 inches. Allow to dry.

I. Concrete Floors and Traffic Surfaces: Remove contamination, acid etch and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.

J. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

K. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.

L. Galvanized Surfaces:

1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.

2. Prepare surface according to SSPC-SP 2.

M. Ferrous Metal:

1. Solvent clean according to SSPC-SP 1.

2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.

3.03 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.

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 in thicknesses specified by manufacturer.

F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 22 13 16

SANITARY WASTE AND VENT AND STORM PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Pipe, tube, and fittings.

2. Specialty pipe fittings.

1.3 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:

1. Storm, Soil, Waste, and Vent Piping: 10-foot head of water.

B. Seismic Performance: Soil, waste, and vent piping and support and installation shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1.4 ACTION SUBMITTALS

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

B. Shop Drawings: For sovent drainage system. Include plans, elevations, sections, and details.

1.5 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Certificates: For waste and vent piping, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.

2. Detailed description of piping anchorage devices on which the certification is based and their installation requirements. B. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSFsewer" for plastic sewer piping.

1.7 PROJECT CONDITIONS

A. Interruption of Existing Storm, Sanitary Waste Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

1. Notify Construction Manager or Owner no fewer than seven days in advance of proposed interruption of sanitary waste service.

2. Do not proceed with interruption of sanitary waste service without Construction Manager's or Owner's written permission.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.2 PVC PIPE AND FITTINGS

A. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.

B. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.

C. Adhesive Primer: ASTM F 656.

1. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2. Adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers." D. Solvent Cement: ASTM D 2564.

1. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2. Solvent cement shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of

Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. General Requirements: Fitting or device for joining piping with small differences in OD's or of different materials. Include end connections same size as and compatible with pipes to be joined.

2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

3. Unshielded, Nonpressure Transition Couplings:

a. Standard: ASTM C 1173.

b. Description: Elastomeric, sleeve-type, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.

c. Sleeve Materials:

1) For Cast-Iron Soil Pipes: ASTM C 564, rubber.

2) For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.

3) For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

4. Shielded, Nonpressure Transition Couplings:

a. Standard: ASTM C 1460.

b. Description: Elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

B. Dielectric Fittings:

1. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

2. Dielectric Unions:

a. Description:

1) Standard: ASSE 1079.

2) Pressure Rating: 125 psig minimum at 180 deg F.

3) End Connections: Solder-joint copper alloy and threaded ferrous.

3. Dielectric Flanges:

a. Description:

1) Standard: ASSE 1079.

2) Factory-fabricated, bolted, companion-flange assembly.

3) Pressure Rating: 125 psig minimum at 180 deg F.

4) End Connections: Solder-joint copper alloy and threaded ferrous; threaded solderjoint copper alloy and threaded ferrous.

4. Dielectric-Flange Insulating Kits:

a. Description:

1) Non-conducting materials for field assembly of companion flanges.

2) Pressure Rating: [150 psig (1035 kPa)] <Insert pressure>.

3) Gasket: Neoprene or phenolic.

4) Bolt Sleeves: Phenolic or polyethylene.

5) Washers: Phenolic with steel backing washers.

5. Dielectric Nipples:

a. Description:

1) Standard: IAPMO PS 66

2) Electroplated steel nipple.

3) Pressure Rating: 300 psig at 225 deg F.

4) End Connections: Male threaded or grooved. 5) Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

H. Install piping to permit valve servicing.

I. Install piping at indicated slopes.

J. Install piping free of sags and bends.

K. Install fittings for changes in direction and branch connections.

L. Install piping to allow application of insulation.

M. Make changes in direction for storm, soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

N. Install storm, soil and waste drainage and vent piping at the following minimum slopes unless otherwise indicated:

1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 and smaller; 1 percent downward in direction of flow for piping NPS 4 and larger.

2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.

3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.

S. Install aboveground PVC piping according to ASTM D 2665.

T. Install engineered soil and waste drainage and vent piping systems as follows:

1. Combination Waste and Vent: Comply with standards of authorities having jurisdiction.

2. Sovent Drainage System: Comply with ASSE 1043 and sovent fitting manufacturer's written installation instructions.

3. Reduced-Size Venting: Comply with standards of authorities having jurisdiction.

V. Plumbing Specialties:

1. Install backwater valves in sanitary waster gravity-flow piping. Comply with requirements for backwater valves specified in Division 22 Section "Sanitary Waste Piping Specialties."

2. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary drainage gravity-flow piping. Install cleanout fitting with closure plug inside the building in sanitary drainage force-main piping. Comply with requirements for cleanouts specified in Division 22 Section "Sanitary Waste Piping Specialties."

3. Install drains in sanitary drainage gravity-flow piping. Comply with requirements for drains specified in Division 22 Section "Sanitary Waste Piping Specialties."

W. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.2 JOINT CONSTRUCTION

A. Plastic, Nonpressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.

2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.

3. PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 Appendixes.

3.3 SPECIALTY PIPE FITTING INSTALLATION

A. Transition Couplings:

1. Install transition couplings at joints of piping with small differences in OD's.

2. In Drainage Piping: Shielded, non-pressure transition couplings.

B. Dielectric Fittings:

1. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.

2. Dielectric Fittings for NPS 2 and Smaller: Use dielectric nipples or unions.

3. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flange kits.

4. Dielectric Fittings for NPS 5 and Larger: Use dielectric flange kits.

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with requirements for seismic-restraint devices specified in Division 22 Section "Vibration and Seismic Controls for Plumbing Piping and Equipment."

B. Comply with requirements for pipe hanger and support devices and installation specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."

1. Install carbon-steel pipe hangers for horizontal piping in noncorrosive environments.

2. Install stainless-steel pipe hangers for horizontal piping in corrosive environments.

3. Install carbon-steel pipe support clamps for vertical piping in noncorrosive environments.

4. Install stainless-steel pipe support clamps for vertical piping in corrosive environments.

5. Vertical Piping: MSS Type 8 or Type 42, clamps.

6. Install individual, straight, horizontal piping runs:

a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.

b. Longer than 100 Feet: MSS Type 43, adjustable roller hangers.

c. Longer than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.

7. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.

8. Base of Vertical Piping: MSS Type 52, spring hangers.

C. Support horizontal piping and tubing within 12 inches of each fitting, valve, and coupling.

D. Support vertical piping and tubing at base and at each floor.

E. Rod diameter may be reduced one size for double-rod hangers, with 3/8-inch minimum rods.

F. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/2 and NPS 2: 60 inches with 3/8-inch rod.

2. NPS 3: 60 inches with 1/2-inch rod.

3. NPS 4 and NPS 5: 60 inches with 1/2-inch rod.

4. NPS 6 and NPS 8: 60 inches with 1/2-inch rod.

5. NPS 10 and NPS 12: 60 inches with 1/2-inch rod.

6. Spacing for 10-foot lengths may be increased to 10 feet. Spacing for fittings is limited to 60 inches. G. Install supports for vertical cast-iron soil piping every 15 feet.

H. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/4: 72 inches with 3/8-inch rod.

2. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.

3. NPS 2-1/2: 108 inches with 1/2-inch rod.

4. NPS 3 and NPS 5: 10 feet with 1/2-inch rod.

5. NPS 6: 10 feet with 5/8-inch rod. 6. NPS 8: 10 feet with 3/4-inch rod.

I. Install supports for vertical copper tubing every 10 fee.

J. Install hangers for ABS and PVC piping with the following maximum horizontal spacing and minimum rod diameters:

1. NPS 1-1/2 and NPS 2: 48 inches with 3/8-inch rod.

2. NPS 3: 48 inches with 1/2-inch rod.

3. NPS 4 and NPS 5: 48 inches with 5/8-inch rod.

4. NPS 6 and NPS 8: 48 inches with 3/4-inch rod.

5. NPS 10 and NPS 12: 48 inches with 7/8-inch rod.

K. Install supports for vertical ABS and PVC piping every 48 inches.

L. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.5 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect drainage and vent piping to the following:

1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code.

2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.

3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code.

4. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.

5. Install horizontal backwater valves in pit with pit cover flush with floor.

6. Comply with requirements for backwater valves, cleanouts and drains specified in Division 22 Section "Sanitary Waste Piping Specialties."

7. Equipment: Connect drainage piping as indicated. Provide shutoff valve if indicated and union for each connection. Use flanges instead of unions for connections NPS 2-1/2 and larger. E. Connect force-main piping to the following:

1. Sanitary Sewer: To exterior force main.

2. Sewage Pump: To sewage pump discharge.

F. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.

G. Make connections according to the following unless otherwise indicated:

1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.

2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.

3.6 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.

2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.

2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.

3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping except outside leaders on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.

4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg. Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.

5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.

6. Prepare reports for tests and required corrective action.

3.7 CLEANING AND PROTECTION

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

D. Exposed ABS and PVC Piping: Protect plumbing vents exposed to sunlight with two coats of water-based latex paint.

3.8 PIPING SCHEDULE

A. All piping located in ceiling plenums shall be metallic or cast iron pipe with no exception.

B. All vertical piping, if concealed within a column wrap may be installed with PVC pipe and fittings or with metallic or cast iron pipe materials. If the column wrap is not continuous from floor structure to floor structure the entire pipe shall be metallic or cast iron product.

C. Branch pipe from sanitary stack and vent stacks shall transition within the column enclosure to a metallic or cast iron product with the use of manufactures approved fittings within the column enclosure. The penetration through the column enclosure shall be fire stopped as required by the building construction type and associated requirements.

D. Flanges and unions may be used on aboveground pressure piping unless otherwise indicated.

E. Aboveground, soil and waste piping NPS 3 and smaller shall be any of the following, as allowed by local code:

1. Dissimilar Pipe-Material Couplings: Shielded, non-pressure transition couplings.

2. All piping within the return air plenum shall meet the 25/50 flame/smoke rating and shall be metallic or cast iron pipe product rating and shall be metallic or cast iron pipe product.

F. Aboveground, storm, soil and waste piping NPS 4 and larger shall be any of the following as allowed by local code:

1. All piping within the return air plenum shall meet the 25/50 flame/smoke rating and shall be metallic or cast iron pipe product rating and shall be metallic or cast iron pipe product.

2. Dissimilar Pipe-Material Couplings: Shielded, non-pressure transition couplings.

G. Aboveground, vent piping NPS 4 and smaller shall be any of the following as allowed by local code:

1. Dissimilar Pipe-Material Couplings: Unshielded, non-pressure transition couplings.

2. All piping within the return air plenum shall meet the 25/50 flame/smoke rating and shall be metallic or cast iron pipe product rating and shall be metallic or cast iron pipe product.

H. Aboveground, vent piping NPS 5 and larger shall be any of the following, as allowed by local code:

1. Dissimilar Pipe-Material Couplings: Unshielded, non-pressure transition couplings.

2. All piping within the return air plenum shall meet the 25/50 flame/smoke rating and shall be metallic or cast iron pipe product rating and shall be metallic or cast iron pipe product.

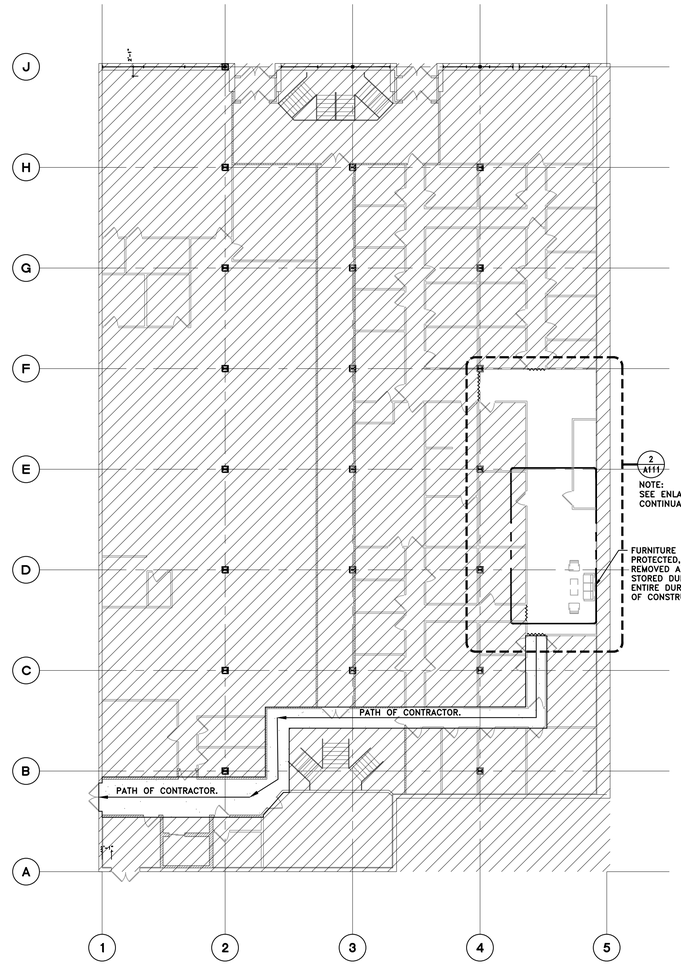
END OF SECTION 22 1316

GENERAL PHASING NOTES:

1. DURING ALL PHASES OF CONSTRUCTION GENERAL CONTRACTOR TO COORDINATE FLOOR DRAIN REPLACEMENT IN SECOND FLOOR RESTROOMS WITH OWNER NEDRA FLEETWOOD (SEE LIST OF PERTINENT CONTACTS G-001) AT LEAST 1 WEEK PRIOR TO START OF EACH PHASE. TO ALLOW TIME FOR OWNER TO COORDINATE WITH STAFF.
2. CONTRACTOR TO ERECT DUST BARRIERS AT START OF EACH PHASE.
3. CLEARLY DESIGNATE PATHS OF EGRESS DURING EACH PHASE.
4. EACH PHASE OF DEMO, GENERAL CONTRACTOR TO REFERENCE A-111, A-112, OR A-121 FOR EXTENT OF MATERIALS TO BE REMOVED. THIS MAY INCLUDE BUT NOT LIMITED TO: EXISTING CEILING TILES, LIGHTS, AND VENTILATION, VINYL BASE AND DAMAGED GYPSUM BOARD.
5. FOR EACH PHASE OF CONSTRUCTION GENERAL CONTRACTOR TO REFERENCE SHEET A-111, A-112, OR A-121 FOR CONTINUATION.
6. ALL AFTER HOUR WORK TO BE COORDINATED WITH SGT. KOPSHO AT LEAST 1 WEEK PRIOR TO. SEE LIST OF PERTINENT CONTACTS G-001.
7. G.C. TO SUBMIT PLAN FOR FLOOR, CEILING, AND PLUMBING SCHEDULE TO ARCHITECT, OR OWNERS REPRESENTATIVE (SEE LIST OF PERTINENT CONTACTS G-001)

ENLARGED FIRST FLOOR PLAN

SCALE: 1/8"=1'-0" (2 / A111)



WORK ROUTE PLAN

SCALE: 1/16"=1'-0" (1 / A111)

SEQUENCE OF WORK:

1. CLOSE RESTROOMS AND ENCLOSE WORK AREA ON 1ST FLOOR BELOW RESTROOMS WHILE REPLACING FLOOR DRAINS. GET WITH REPRESENTATIVE PRIOR TO CLOSING RESTROOMS. SEE LIST OF PERTINENT CONTACTS. (KELSEY YOUNG, AND NEDRA BROCK-FLEETWOOD)
2. REMOVE EXISTING CEILING TILES, GRIDS. RETAIN ALL FOR REUSE. REPLACE ALL BAD TILES WITH NEW.
3. MOVE AND/OR PROTECT EXISTING LIGHT FIXTURES.
4. PROTECT DUCTWORK AND COMMUNICATION WIRING CHASE.
5. CUT AND REMOVE EXISTING RUSTED CAST IRON DRAIN PIPING (APPROX. 28'-0"). G.C. TO SUBMIT DETAILS OF REPLACEMENT FLOOR DRAINS IN EACH 2ND FLOOR RESTROOM. SUBMITTALS TO BE APPROVED BY OWNER AND ARCHITECT.
6. REMOVE LOOSE DEBRIS FROM OLD RUSTED FORM DECK AND UNDERSIDE OF OLD CONCRETE FLOOR.
7. REPLACE ENTIRE LENGTH OF OLD CAST IRON DRAIN LINE, UNDER MEN AND WOMEN RESTROOMS WITH PVC SANITARY PIPING. USE METAL SLEEVED RUBBER COUPLING (MISSION COUPLING.) DRAIN LINE WORK MAY NEED TO DELAYED AFTER NEW DECKING IS INSTALLED UNDER EXISTING CONCRETE FLOOR.
8. INSTALL 1 NEW 3/8"x4"X4" SHEAR TAB WELDED/OR BOLTED TO EXISTING WEB ONE END WITH (2) 3/4"ø THROUGH HOLE.
9. INSTALL 1 NEW 3/8"x4"x5" SHEAR TAB WELDED/OR BOLTED ON OPPOSITE END WITH (2) 3/4"ø LSH (LONG SLOTTED HOLE).
10. INSTALL NEW W8x10 @ 2'-0" O.C.
11. INSTALL NEW GALVANIZED 1.5B-20 GA. FORM DECK ABOVE STEEL PURLINS USE 1/2" SCREW TO ANCHOR IN PLACE. FILL OPEN RIBS UNDER VAPOR BARRIER WITH SPRAY FOAM MOISTURE RESISTANT INSULATION. (REF. SPECS' 072119)
12. INSTALL AND AFFIX VAPOR BARRIER (BITUTHENE 4000) TO UNDERSIDE OF EXISTING FORM DECK. SEAL OPEN JOINTS UNDER GALVANIZED STEEL DECK WITH MOISTURE AND FIRE RESISTANT SEALANT.
13. OPTIONAL LOCATE DRAIN POINT TO REMOVE ANY CONDENSATION.
14. MAKE CERTAIN ORIGINAL RESTROOM FLOOR AND DRAINS HAVE BEEN REPLACED AND SECURELY SEALED. MATCH EXISTING 12" X 12" CERAMIC TILE FLOOR IN RESTROOMS. IF ANY TILES ARE DAMAGED DUE TO DRAIN REPLACEMENT OR OTHER DAMAGE CAUSED DURING CONSTRUCTION. SUBMIT SAMPLE FOR APPROVAL.
15. DOUBLE CHECK ASSEMBLY OF SUBFLOOR DECKING AND INSTALLATION OF NEW PLUMBING DRAIN LINES.
16. CONTACT ARCHITECT AND LAWRENCE COUNTY BUILDING MANAGER (KELSEY YOUNG) AND COMMISSIONERS TO CONDUCT A FINAL INSPECTION.
17. OBTAIN SIGN OFF FROM LOCAL BUILDING PERMIT INSPECTORS.
18. AFTER INSPECTION, REINSTALL ANY DUCTWORK, WIRING, CEILING PANELS AND GRID.
19. ADD CEILING ACCESS, PANEL TO FIRST FLOOR OPEN AREA TO CRITICAL DRAIN LOCATION UNDER EACH RESTROOM.

SYMBOLS LEGEND

- NOT IN CONTRACT
- PATH OF CONTRACTORS
- DUST BARRIER AT ALL INTERSECTING HALLS.

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SIGNATURE

SEAL: MICHAEL F. CROWE, REGISTERED No. AR00032507, STATE OF INDIANA, REGISTERED ARCHITECT

DATE:	11/02/2026
COMMISSION:	26114
DRAWING BY:	M.J.B.
CHECKED BY:	M.F.C.

REVISIONS

MARK	DATE	DESCRIPTION
1	11.20.2026	ADDENDUM #1

PROJECT NAME
LAWRENCE COUNTY ANNEX/PLAZA CEILING AND FLOOR REPAIRS

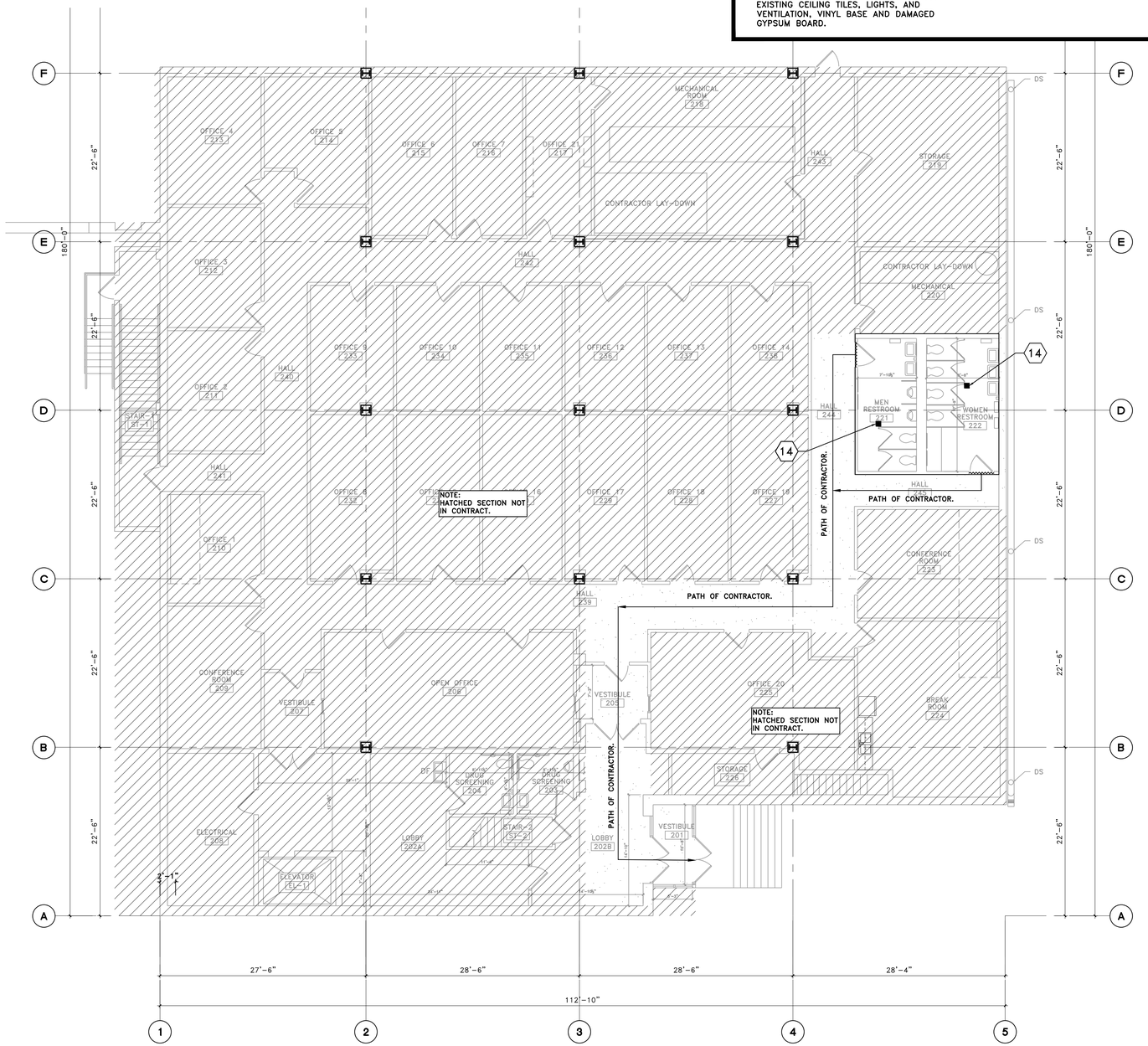
916 15TH STREET
BEDFORD, IN 47421

SHEET TITLE
FIRST FLOOR REPAIR PLAN

SHEET NUMBER
A-111

GENERAL PHASING NOTES:

1. DURING ALL PHASES OF CONSTRUCTION GENERAL CONTRACTOR TO COORDINATE FLOOR DRAIN REPLACEMENT IN SECOND FLOOR RESTROOMS WITH OWNER NEDRA FLEETWOOD (SEE LIST OF PERTINENT CONTACTS G-001) AT LEAST 1 WEEK PRIOR TO START OF EACH PHASE. TO ALLOW TIME FOR OWNER TO COORDINATE WITH STAFF.
2. CONTRACTOR TO ERECT DUST BARRIERS AT START OF EACH PHASE.
3. CLEARLY DESIGNATE PATHS OF EGRESS DURING EACH PHASE.
4. EACH PHASE OF DEMO, GENERAL CONTRACTOR TO REFERENCE A-111, A-112, OR A-121 FOR EXTENT OF MATERIALS TO BE REMOVED. THIS MAY INCLUDE BUT NOT LIMITED TO: EXISTING CEILING TILES, LIGHTS, AND VENTILATION, VINYL BASE AND DAMAGED GYPSUM BOARD.
5. FOR EACH PHASE OF CONSTRUCTION GENERAL CONTRACTOR TO REFERENCE SHEET A-111, A-112, OR A-121 FOR CONTINUATION.
6. ALL AFTER HOUR WORK TO BE COORDINATED WITH SGT. KOPSHO AT LEAST 1 WEEK PRIOR TO. SEE LIST OF PERTINENT CONTACTS G-001.
7. G.C. TO SUBMIT PLAN FOR FLOOR, CEILING, AND PLUMBING SCHEDULE TO ARCHITECT, OR OWNERS REPRESENTATIVE (SEE LIST OF PERTINENT CONTACTS G-001)



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

SEQUENCE OF WORK:

1. CLOSE RESTROOMS AND ENCLOSE WORK AREA ON 1ST FLOOR BELOW RESTROOMS WHILE REPLACING FLOOR DRAINS. GET WITH REPRESENTATIVE PRIOR TO CLOSING RESTROOMS. SEE LIST OF PERTINENT CONTACTS. (KELSEY YOUNG, AND NEDRA BROCK-FLEETWOOD)
2. REMOVE EXISTING CEILING TILES, GRIDS. RETAIN ALL FOR REUSE. REPLACE ALL BAD TILES WITH NEW.
3. MOVE AND/OR PROTECT EXISTING LIGHT FIXTURES.
4. PROTECT DUCTWORK AND COMMUNICATION WIRING CHASE.
5. CUT AND REMOVE EXISTING RUSTED CAST IRON DRAIN PIPING (APPROX. 28'-0"). G.C. TO SUBMIT DETAILS OF REPLACEMENT FLOOR DRAINS IN EACH 2ND FLOOR RESTROOM. SUBMITTALS TO BE APPROVED BY OWNER AND ARCHITECT.
6. REMOVE LOOSE DEBRIS FROM OLD RUSTED FORM DECK AND UNDERSIDE OF OLD CONCRETE FLOOR.
7. REPLACE ENTIRE LENGTH OF OLD CAST IRON DRAIN LINE, UNDER MEN AND WOMEN RESTROOMS WITH PVC SANITARY PIPING. USE METAL SLEEVED RUBBER COUPLING (MISSION COUPLING.) DRAIN LINE WORK MAY NEED TO DELAYED AFTER NEW DECKING IS INSTALLED UNDER EXISTING CONCRETE FLOOR.
8. INSTALL 1 NEW 3/8"x4"X4" SHEAR TAB WELDED/OR BOLTED TO EXISTING WEB ONE END WITH (2) 3/4"ø THROUGH HOLE.
9. INSTALL 1 NEW 3/8"x4"x5" SHEAR TAB WELDED/OR BOLTED ON OPPOSITE END WITH (2) 3/4"ø LSH (LONG SLOTTED HOLE).
10. INSTALL NEW W8x10 @ 2'-0" O.C.
11. INSTALL NEW GALVANIZED 1.5B-20 GA. FORM DECK ABOVE STEEL PURLINS USE 1/2" SCREW TO ANCHOR IN PLACE. FILL OPEN RIBS UNDER VAPOR BARRIER WITH SPRAY FOAM MOISTURE RESISTANT INSULATION. (REF. SPECS' 072119)
12. INSTALL AND AFFIX VAPOR BARRIER (BITUTHENE 4000) TO UNDERSIDE OF EXISTING FORM DECK. SEAL OPEN JOINTS UNDER GALVANIZED STEEL DECK WITH MOISTURE AND FIRE RESISTANT SEALANT.
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18. AFTER INSPECTION, REINSTALL ANY DUCTWORK, WIRING, CEILING PANELS AND GRID.
19. ADD CEILING ACCESS, PANEL TO FIRST FLOOR OPEN AREA TO CRITICAL DRAIN LOCATION UNDER EACH RESTROOM.

SYMBOLS LEGEND

NOT IN CONTRACT

PATH OF CONTRACTORS

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SIGNATURE

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REGISTERED No. AR00032507
STATE OF INDIANA
REGISTERED ARCHITECT

DATE:	11/02/2026
COMMISSION:	26114
DRAWING BY:	M.J.B.
CHECKED BY:	M.F.C.

REVISIONS

MARK	DATE	DESCRIPTION
1	11.20.2026	ADDENDUM #1

PROJECT NAME

LAWRENCE COUNTY ANNEX/PLAZA CEILING AND FLOOR REPAIRS

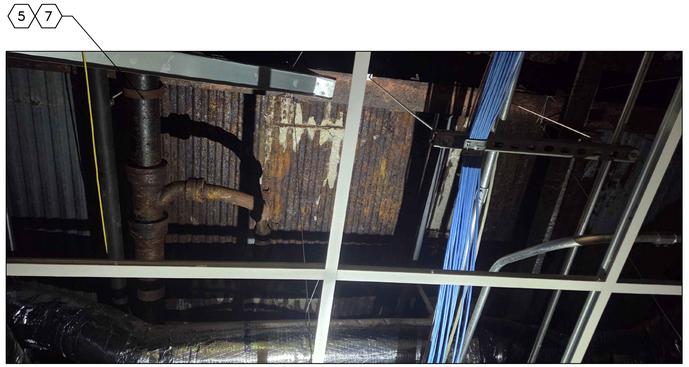
916 15TH STREET
BEDFORD, IN 47421

SHEET TITLE

SECOND FLOOR REPAIR PLAN

SHEET NUMBER

A-112



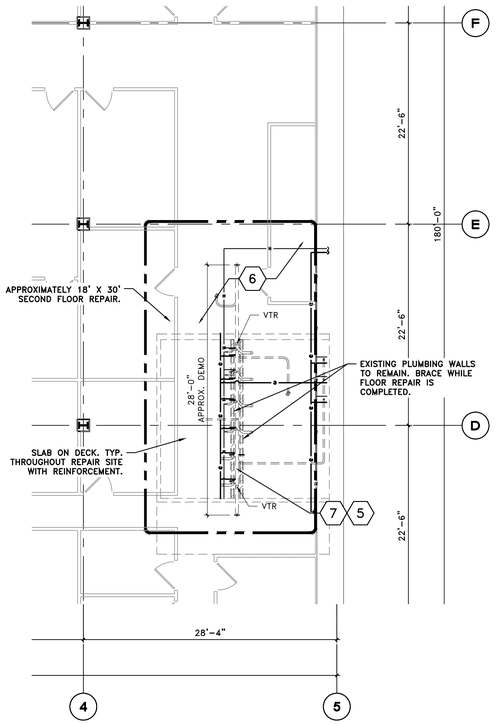
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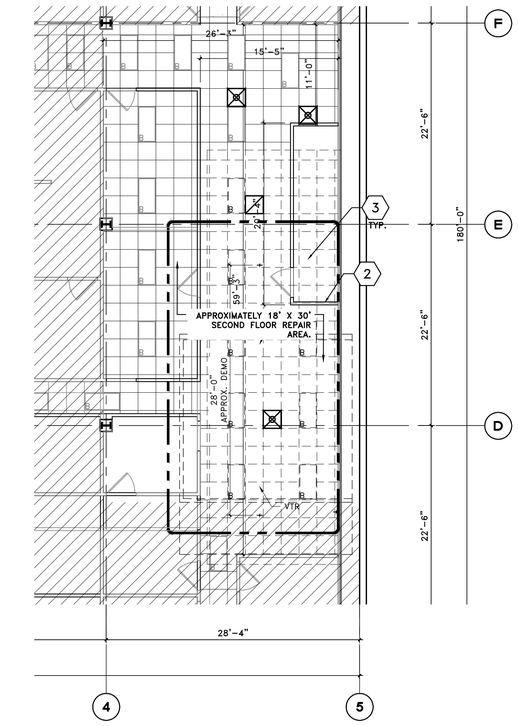
EXISTING SECOND FLOOR PLUMGING DEMO (4 / A121)
SCALE: NO SCALE



EXISTING SECOND FLOOR PLUMGING DEMO (3 / A121)
SCALE: NO SCALE



SECOND FLOOR MEP DEMO PLAN (2 / A121)
SCALE: 1/8"=1'-0"



FIRST FLOOR DEMO REFLECTED CEILIG PLAN (1 / A121)
SCALE: 1/8"=1'-0"

SEQUENCE OF WORK:

1. CLOSE RESTROOMS AND ENCLOSE WORK AREA ON 1ST FLOOR BELOW RESTROOMS WHILE REPLACING FLOOR DRAINS. GET WITH REPRESENTATIVE PRIOR TO CLOSING RESTROOMS. SEE LIST OF PERTINENT CONTACTS. (KELSEY YOUNG, AND NEDRA BROCK–FLEETWOOD)
2. REMOVE EXISTING CEILING TILES, GRIDS. RETAIN ALL FOR REUSE. REPLACE ALL BAD TILES WITH NEW.
3. MOVE AND/OR PROTECT EXISTING LIGHT FIXTURES.
4. PROTECT DUCTWORK AND COMMUNICATION WIRING CHASE.
5. CUT AND REMOVE EXISTING RUSTED CAST IRON DRAIN PIPING (APPROX. 28'–0"). G.C. TO SUBMIT DETAILS OF REPLACEMENT FLOOR DRAINS IN EACH 2ND FLOOR RESTROOM. SUBMITTALS TO BE APPROVED BY OWNER AND ARCHITECT.
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8. INSTALL 1 NEW 3/8"x4"X4" SHEAR TAB WELDED/OR BOLTED TO EXISTING WEB ONE END WITH (2) 3/4"ø THROUGH HOLE.
9. INSTALL 1 NEW 3/8"x4"x5" SHEAR TAB WELDED/OR BOLTED ON OPPOSITE END WITH (2) 3/4"ø LSH (LONG SLOTTED HOLE).
10. INSTALL NEW W8x10 @ 2'–0" O.C.
11. INSTALL NEW GALVANIZED 1.5B–20 GA. FORM DECK ABOVE STEEL PURLINS USE 1/2" SCREW TO ANCHOR IN PLACE. FILL OPEN RIBS UNDER VAPOR BARRIER WITH SPRAY FOAM MOISTURE RESISTANT INSULATION. (REF. SPECS' 072119)
12. INSTALL AND AFFIX VAPOR BARRIER (BITUTHENE 4000) TO UNDERSIDE OF EXISTING FORM DECK. SEAL OPEN JOINTS UNDER GALVANIZED STEEL DECK WITH MOISTURE AND FIRE RESISTANT SEALANT.
13. OPTIONAL LOCATE DRAIN POINT TO REMOVE ANY CONDENSATION.
14. MAKE CERTAIN ORIGINAL RESTROOM FLOOR AND DRAINS HAVE BEEN REPLACED AND SECURELY SEALED. MATCH EXISTING 12" X 12" CERAMIC TILE FLOOR IN RESTROOMS. IF ANY TILES ARE DAMAGED DUE TO DRAIN REPLACEMENT OR OTHER DAMAGE CAUSED DURING CONSTRUCTION. SUBMIT SAMPLE FOR APPROVAL.
15. DOUBLE CHECK ASSEMBLY OF SUBFLOOR DECKING AND INSTALLATION OF NEW PLUMBING DRAIN LINES.
16. CONTACT ARCHITECT AND LAWRENCE COUNTY BUILDING MANAGER (KELSEY YOUNG) AND COMMISSIONERS TO CONDUCT A FINAL INSPECTION.
17. OBTAIN SIGN OFF FROM LOCAL BUILDING PERMIT INSPECTORS.
18. AFTER INSPECTION, REINSTALL ANY DUCTWORK, WIRING, CEILING PANELS AND GRID.
19. ADD CEILING ACCESS, PANEL TO FIRST FLOOR OPEN AREA TO CRITICAL DRAIN LOCATION UNDER EACH RESTROOM.

SYMBOLS LEGEND

- NOT IN CONTRACT
- PATH OF CONTRACTORS
- REMOVE AND RETAIN CEILING TILES AND GRID FOR REUSE.
- REMOVE AND RETAIN LIGHT FIXTURES FOR REUSE.
- APPX. EXTENT OF REPAIR.

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REGISTERED No. AR00032507
STATE OF INDIANA
REGISTERED ARCHITECT

DATE:	11/02/2026
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DRAWING BY:	M.J.B.
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REVISIONS

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1	11.20.2026	ADDENDUM #1

PROJECT NAME
LAWRENCE COUNTY ANNEX/PLAZA CEILING AND FLOOR REPAIRS

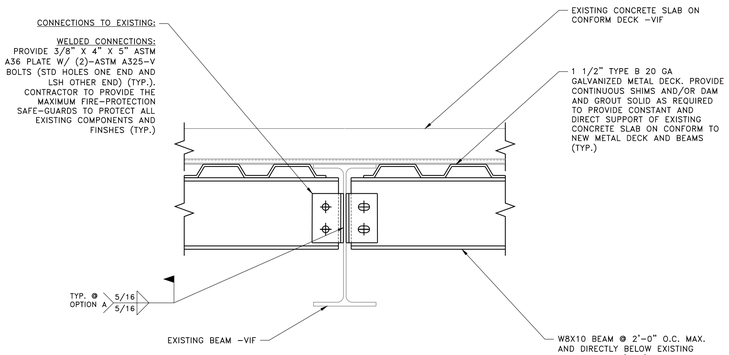
916 15TH STREET
BEDFORD, IN 47421

SHEET TITLE
FIRST FLOOR REFLECTED CEILING REPAIR, SECOND FLR. MEP REPAIR PLAN

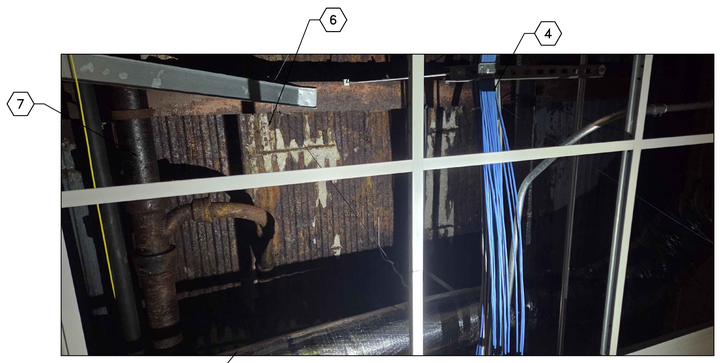
SHEET NUMBER
A–121

NOTES:

1. CONTRACTORS DOCUMENTS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL TEMPORARY BRACING, SHORING, SUPPORT, FIRE-PROTECTION, PROTECTION OF ALL ARCHITECTURAL, STRUCTURAL AND M.E.P. COMPONENTS TO REMAIN, AND ANY OTHER MEASURE THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTORS CONSTRUCTION METHODS AND/OR SEQUENCES DURING CONSTRUCTION. THE ARCHITECT IS NOT RESPONSIBLE FOR CONTRACTORS MEANS, METHODS, TECHNIQUES, SEQUENCES OR SAFETY PROCEDURES.
2. CONTRACTOR TO INCLUDE IN SCOPE TEMPORARILY REMOVE/RELOCATE EXISTING ARCHITECTURAL AND M.E.P. ITEMS AS REQUIRED FOR CONSTRUCTION. REPLACE ANY REMOVES/REPLACED ITEMS TO ORIGINAL FUNCTION UPON COMPLETION OF CONSTRUCTION.



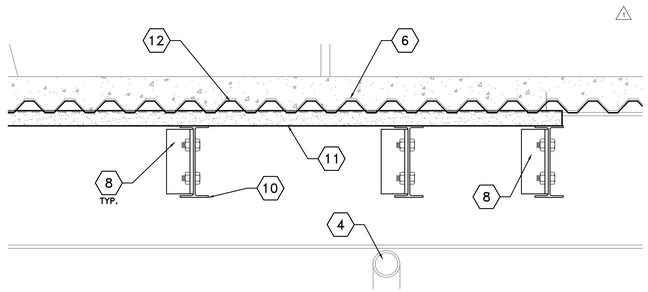
STRUCTURAL CONNECTION DETAILS 4 S121
SCALE: 1 1/2"=1'-0"



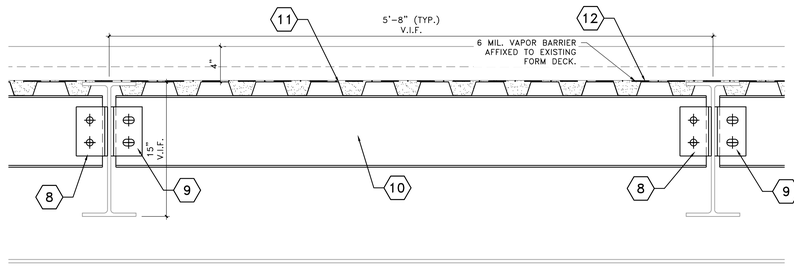
SECOND FLOOR STRUCTURAL DEMO PLAN 4 S121
SCALE: NOT TO SCALE



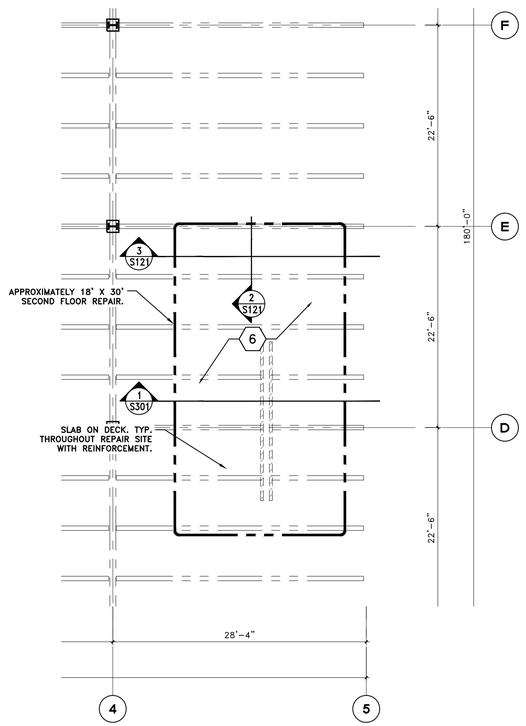
SECOND FLOOR STRUCTURAL DEMO PLAN 3 S121
SCALE: NOT TO SCALE



SECOND FLOOR STRUCTURAL DETAILS 3 S121
SCALE: 1 1/2"=1'-0"



SECOND FLOOR STRUCTURAL DETAILS 2 S121
SCALE: 1 1/2"=1'-0"



SECOND FLOOR STRUCTURAL DEMO PLAN 1 S121
SCALE: 1/8"=1'-0"

SEQUENCE OF WORK:

1. CLOSE RESTROOMS AND ENCLOSE WORK AREA ON 1ST FLOOR BELOW RESTROOMS WHILE REPLACING FLOOR DRAINS. GET WITH REPRESENTATIVE PRIOR TO CLOSING RESTROOMS. SEE LIST OF PERTINENT CONTACTS. (KELSEY YOUNG, AND NEDRA BROCK-FLEETWOOD)
2. REMOVE EXISTING CEILING TILES, GRIDS. RETAIN ALL FOR REUSE. REPLACE ALL BAD TILES WITH NEW.
3. MOVE AND/OR PROTECT EXISTING LIGHT FIXTURES.
4. PROTECT DUCTWORK AND COMMUNICATION WIRING CHASE.
5. CUT AND REMOVE EXISTING RUSTED CAST IRON DRAIN PIPING (APPROX. 28'-0"). G.C. TO SUBMIT DETAILS OF REPLACEMENT FLOOR DRAINS IN EACH 2ND FLOOR RESTROOM. SUBMITTALS TO BE APPROVED BY OWNER AND ARCHITECT.
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7. REPLACE ENTIRE LENGTH OF OLD CAST IRON DRAIN LINE, UNDER MEN AND WOMEN RESTROOMS WITH PVC SANITARY PIPING. USE METAL SLEEVED RUBBER COUPLING (MISSION COUPLING.) DRAIN LINE WORK MAY NEED TO DELAYED AFTER NEW DECKING IS INSTALLED UNDER EXISTING CONCRETE FLOOR.
8. INSTALL 1 NEW 3/8"x4"X4" SHEAR TAB WELDED/OR BOLTED TO EXISTING WEB ONE END WITH (2) 3/4"ø THROUGH HOLE.
9. INSTALL 1 NEW 3/8"x4"x5" SHEAR TAB WELDED/OR BOLTED ON OPPOSITE END WITH (2) 3/4"ø LSH (LONG SLOTTED HOLE).
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12. INSTALL AND AFFIX VAPOR BARRIER (BITUTHENE 4000) TO UNDERSIDE OF EXISTING FORM DECK. SEAL OPEN JOINTS UNDER GALVANIZED STEEL DECK WITH MOISTURE AND FIRE RESISTANT SEALANT.
13. OPTIONAL LOCATE DRAIN POINT TO REMOVE ANY CONDENSATION.
14. MAKE CERTAIN ORIGINAL RESTROOM FLOOR AND DRAINS HAVE BEEN REPLACED AND SECURELY SEALED. MATCH EXISTING 12" X 12" CERAMIC TILE FLOOR IN RESTROOMS. IF ANY TILES ARE DAMAGED DUE TO DRAIN REPLACEMENT OR OTHER DAMAGE CAUSED DURING CONSTRUCTION. SUBMIT SAMPLE FOR APPROVAL.
15. DOUBLE CHECK ASSEMBLY OF SUBFLOOR DECKING AND INSTALLATION OF NEW PLUMBING DRAIN LINES.
16. CONTACT ARCHITECT AND LAWRENCE COUNTY BUILDING MANAGER (KELSEY YOUNG) AND COMMISSIONERS TO CONDUCT A FINAL INSPECTION.
17. OBTAIN SIGN OFF FROM LOCAL BUILDING PERMIT INSPECTORS.
18. AFTER INSPECTION, REINSTALL ANY DUCTWORK, WIRING, CEILING PANELS AND GRID.
19. ADD CEILING ACCESS, PANEL TO FIRST FLOOR OPEN AREA TO CRITICAL DRAIN LOCATION UNDER EACH RESTROOM.

SYMBOLS LEGEND

NOT IN CONTRACT

PATH OF CONTRACTORS

APPX. EXTENT OF REPAIR.

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SIGNATURE

SEAL

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STATE OF INDIANA
REGISTERED ARCHITECT

DATE:	11/02/2026
COMMISSION:	26114
DRAWING BY:	M.J.B.
CHECKED BY:	M.F.C.

REVISIONS

MARK	DATE	DESCRIPTION
1	11.20.2026	ADDENDUM #1

PROJECT NAME
LAWRENCE COUNTY ANNEX/PLAZA CEILING AND FLOOR REPAIRS

916 15TH STREET
BEDFORD, IN 47421

SHEET TITLE
SECOND FLOOR STRUCTURAL REPAIR PLAN

SHEET NUMBER
S-121