P R O J E C T M A N U A L

For:

Individualized Residential Alternative
Glenwood Avenue
Silver Creek, New York 14136

THE RESOURCE CENTER
Making a Difference in People's Lives®

Prepared For:
The Resource Center
Glenwood Avenue
Silver Creek, NY 14136

Issued For: Bid
December 9, 2020

LaBella Project Number: 2200919

LaBella
Powered by partnership.

500 East Sixth Street | Jamestown, NY 14701 | p 716-483-3153 | f 716-484-2281
www.labellapc.com

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END OF SECTION

SECTION 00 10 10 - INVITATION TO BID

BID INVITATION:

THE RESOURCE CENTER 1NVITES SEALED BIDS FOR:

GENERAL CONSTRUCTION FOR:

INDIVIDUALIZED RESIDENTIAL ALTERNATIVE

GLENWOOD AVENUE

SILVER CREEK, NEW YORK 14136

DRAWINGS AND SPECIFICATIONS:

SEALED PROPOSALS WILL BE RECEIVED AT THE RESOURCE CENTER ADMINISTRATION BUILDING LOCATED AT 200 DUNHAM AVENUE, JAMESTOWN, NEW YORK, 14701 UNTIL **2:00 PM, JANUARY 13, 2021.** AT SAID LOCATION, THEY WILL BE PRIVATELY OPENED AT THE CONVENIENCE OF THE OWNER.

PROPOSALS SHOULD BE ADDRESSED TO THE ATTENTION OF SUZETTE SMITH.

THE INFORMATION FOR BIDDERS, FORM OF BID, FORM OF CONTRACT, DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS MAY BE EXAMINED AT THE FOLLOWING LOCATIONS:

LABELLA ASSOCIATES, D.P.C
500 EAST SIXTH STREET, JAMESTOWN, NY 14701
300 PEARL STREET, SUITE 3130, BUFFALO, NY 14202

SOUTHERN TIER BUILDERS ASSOCIATION
65 EAST MAIN STREET, FALCONER, NY 14733

BIDDING DOCUMENTS WILL BE AVAILABLE AFTER DECEMBER 14, 2020.
COPIES OF THE BIDDING DOCUMENTS MAY BE OBTAINED AT: AVALON (741 MAIN STREET, BUFFALO, NY 14203, P. 716-995-777*)* UPON DEPOSIT OF ONE HUNDRED DOLLARS ($100.00) PER SET. CHECKS SHALL BE MADE PAYABLE TO THE RESOURCE CENTER BUT SENT TO AVALON AT THE ADDRESS ABOVE.

CONTACT AVALON IN ADVANCE FOR PICK-UP, OR TO PROVIDE SHIPPING ACCOUNT INFORMATION FOR EXPEDITED DELIVERY. IF BID DOCUMENTS ARE TO BE SHIPPED, THE BIDDER MUST FURNISH AVALON WITH THE BIDDER'S ACTIVE UPS OR FEDERAL EXPRESS ACCOUNT NUMBER OR PAY AVALON FOR ALL SHIPPING AND HANDLING COSTS.

A BIDDER, MAKING THE DEPOSIT REQUIRED FOR THE BIDDING DOCUMENTS, SUBMITTING A PROPOSAL ACCOMPANIED BY A CERTIFIED CHECK OR OTHER SECURITY IN ACCORDANCE WITH THE REQUIREMENTS CONTAINED IN THE PLANS AND SPECIFICATIONS AND INVITATION TO BID AND IF THE COPY OF THE PLANS AND

SPECIFICATIONS USED BY SUCH BIDDER, OTHER THAN THE SUCCESSFUL BIDDER IS RETURNED IN GOOD CONDITION WITHIN THIRTY (30) DAYS TO AVALON (ADDRESS ABOVE) AWARD OF THE CONTRACT COVERED BY SUCH PLANS AND SPECIFICATIONS, OR REJECTION OF THE BID, THE FULL AMOUNT OF SUCH DEPOSIT FOR ONE COPY OF THE PLANS AND SPECIFICATIONS SHALL BE RETURNED TO SUCH BIDDER, INCLUDING THE SUCCESSFUL BIDDER. PARTIAL REIMBURSEMENT, IN AN AMOUNT EQUAL TO THE FULL AMOUNT OF SUCH DEPOSIT FOR ONE SET OF PLANS AND SPECIFICATIONS PER UNSUCCESSFUL BIDDER OR NON-BIDDER LESS THE ACTUAL COST OF REPRODUCTION OF THE PLANS AND SPECIFICATIONS, SHALL BE MADE FOR THE RETURN OF ALL OTHER COPIES OF THE PLANS AND SPECIFICATIONS IN GOOD CONDITION WITHIN THIRTY (30) DAYS FOLLOWING THE AWARD OF THE CONTRACT OR THE REJECTION OF THE BIDS COVERED BY SUCH PLANS AND SPECIFICATIONS.

EACH BID MUST BE ACCOMPANIED BY A BID BOND OR CERTIFIED CHECK IN THE AMOUNT OF FIVE PERCENT (5%) OF THE AMOUNT OF THE BID, DULY EXECUTED BY THE BIDDER AS PRINCIPAL, AND HAVING AS SURETY THEREON A SURETY COMPANY APPROVED BY THE OWNER. (REFER TO SECTION 012300 “ALTERNATES” OF THE PROJECT MANUAL FOR PERFORMANCE BOND AND PAYMENT BOND INFORMATION.)

NO BIDDER MAY WITHDRAW HIS BID WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE BID OPENING.

THE RESOURCE CENTER RESERVES THE RIGHT TO WAIVE ANY INCONSISTENCIES AND TO REJECT ANY OR ALL BIDS.

PREPARATION OF BID:

BEFORE SUBMITTING BID, EACH BIDDER SHALL EXAMINE CAREFULLY ALL DOCUMENTS PERTAINING TO THE WORK AND VISIT THE SITE TO VERIFY CONDITIONS UNDER WHICH WORK WILL BE PERFORMED. SUBMISSION OF BID WILL BE CONSIDERED PRESUMPTIVE EVIDENCE THAT THE BIDDER HAS VISITED THE SITE AND IS CONVERSANT WITH EXISTING CONDITIONS, LOCAL FACILITIES AND DIFFICULTIES, THE REQUIREMENTS OF THE DOCUMENTS, AND OF PERTINENT STATE AND LOCAL CODES, STATE OF LABOR AND MATERIAL MARKETS, AND HAS MADE DUE ALLOWANCE IN HIS BID FOR ALL CONTINGENCIES.

INCLUDE IN BID ALL COSTS OF LABOR, MATERIALS, EQUIPMENT, ALLOWANCES, FEES, PERMITS, APPLICABLE TAXES, INSURANCE AND CONTINGENCIES, WITH OVERHEAD AND PROFIT, NECESSARY TO PRODUCE COMPLETED WORK AS DESCRIBED WITHIN THE DRAWINGS AND TO COMPLETE THOSE PORTIONS OF WORK COVERED BY THE SPECIFICATION SECTIONS LISTED WITHOUT FURTHER COST TO OWNER.

SHOULD CONTRACTOR’S INVESTIGATION OF STATE AND LOCAL CODES OR RULES REVEAL STIPULATIONS CONTRARY TO REQUIREMENTS OF THESE SPECIFICATIONS, HE SHALL SO ADVISE ARCHITECT WITHOUT DELAY.

STATE OF NEW YORK DEPARTMENT OF LABOR PREVAILING WAGE RATE SCHEDULE **DOES NOT** APPLY TO THIS PROJECT.

THE RESOURCE CENTER IS **TAX EXEMPT**. THE IDENTIFICATION NUMBER WILL BE PROVIDED TO THE SUCCESSFUL BIDDER.

BID FORMS:

EACH BID MUST BE SUBMITTED IN DUPLICATE ON THE ENCLOSED FORM. DELIVER IT ON OR BEFORE 2:00 PM ON JANUARY 13, 2021, TO:

THE RESOURCE CENTER

ATTN: SUZETTE SMITH

200 DUNHAM AVENUE

JAMESTOWN, NEW YORK 14701

ENCLOSE FORM IN SEALED OPAQUE ENVELOPE MARKED "BID", PROJECT TITLE, WITH BIDDER'S NAME. ORAL, ELECTRONIC, FACSIMILE MODIFICATIONS WILL NOT BE CONSIDERED.

FILL IN ALL BLANK SPACES ON FORM. AMOUNTS MUST BE IN WORDS AND FIGURES.

SIGNATURES MUST BE IN LONGHAND, EXECUTED BY PRINCIPAL AUTHORIZED TO MAKE CONTRACTS. BIDDER'S LEGAL NAME MUST BE FULLY STATED. IF BIDDER IS INCORPORATED, PROPOSAL MUST BEAR CORPORATE SEAL. NO INTERLINEATION, ALTERATIONS OR ERASURES ALLOWED. IF BIDDER IS A CORPORATION INCORPORATED IN A STATE OTHER THAN NEW YORK, PROOF OF QUALIFICATION TO DO BUSINESS IN NEW YORK WILL BE REQUIRED AT THE TIME OF EXECUTION OF CONTRACT.

SURETY BONDS:

BID BOND OR CERTIFIED CHECK: REQUIRED, IN THE AMOUNT OF 5%. REFER TO SECTION 008100 OWNER'S INSTRUCTIONS FOR BONDS AND INSURANCE FOR ADDITIONAL INFORMATION.

DISCREPANCIES:

SHOULD THERE BE FOUND ANY DISCREPANCIES, OMISSIONS, AMBIGUITIES, CONFLICTS, OR SHOULD ANY DOUBT EXIST IN INTERPRETATIONS OF DOCUMENTS, BRING TO ARCHITECT'S ATTENTION NOT LATER THAN SEVEN (7) DAYS BEFORE BID IS DUE. ARCHITECT WILL REVIEW QUESTION AND ISSUE A CLARIFYING ADDENDUM IF REQUIRED.

NEITHER ARCHITECT NOR OWNER WILL BE RESPONSIBLE FOR ORAL INSTRUCTIONS.

NO BIDDER MAY WITHDRAW HIS BID WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER DATE OF OPENING.

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

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

SUPPLEMENTARY INSTRUCTIONS

2.01 REFER TO DOCUMENT 002213 FOR AMENDMENTS TO THESE INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS IS FOLLOWING THIS PAGE

AIA® Document A701™ – 2018

Instructions to Bidders

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

Individual Residential Alternative
Glenwood Avenue
Silver Creek, New York 14136

THE OWNER:
(Name, legal status, address, and other information)

The Resource Center
200 Dunham Avenue
Jamestown, New York 14701

THE ARCHITECT:
(Name, legal status, address, and other information)

LaBella Associates, D.P.C.
500 East Sixth Street
Jamestown, NY 14701

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

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

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

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

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

(Insert the form and amount of bid security.)

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

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

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

§ 4.3 Submission of Bids

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

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

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

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

ARTICLE 6 POST-BID INFORMATION
§ 6.1 Contractor's Qualification Statement
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

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

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 Bond Requirements
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

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

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

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

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

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

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

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Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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Additions and Deletions Report for
AIA® Document A701™ – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:43:35 ET on 04/07/2020.

PAGE 1

Individual Residential Alternative
Glenwood Avenue
Silver Creek, New York 14136

...

The Resource Center
200 Dunham Avenue
Jamestown, New York 14701

...

LaBella Associates, D.P.C.
500 East Sixth Street
Jamestown, NY 14701

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:35 ET on 04/07/2020 under Order No. 3913412790 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

ARTICLE 9 SUPPLEMENTARY INSTRUCTIONS:

AIA DOCUMENT A701 AND ALL OTHER REFERENCED AIA DOCUMENTS ARE ATTACHED AND AVAILABLE FOR INSPECTION BY ALL CONTRACTORS AT THE OFFICE OF THE ARCHITECT. COPIES MAY BE PURCHASED FROM THE AMERICAN INSTITUTE OF ARCHITECTS, EASTMAN PLACE, SUITE 100, 387 EAST MAIN STREET, ROCHESTER, NEW YORK 14604. (TELEPHONE 716-232-7650).

FAILURE TO REVIEW THIS DOCUMENT SHALL NOT RELIEVE THE CONTRACTOR FROM ALL CONTRACTUAL REQUIREMENTS CONTAINED.

GENERAL:

THE FOLLOWING SUPPLEMENTS MODIFY, CHANGE, DELETE FROM OR ADD TO "INSTRUCTIONS TO BIDDERS" A.I.A. DOCUMENT A701, DATED 1997. WHERE ANY ARTICLE OF INSTRUCTIONS TO BIDDERS IS MODIFIED OR ANY PARAGRAPH, SUBPARAGRAPH OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTARY INSTRUCTIONS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH OR CLAUSE SHALL REMAIN IN EFFECT. WHEREVER THE TERM "INSTRUCTIONS TO BIDDERS" IS USED WITH REFERENCE TO THIS CONTRACT OR WORK TO BE PERFORMED UNDER IT, SUCH TERM SHALL MEAN INSTRUCTIONS TO BIDDERS CONTAINED IN A.I.A. DOCUMENT A701 (STATED ABOVE) AS QUALIFIED BY THESE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS".

ARTICLE 1 DEFINITIONS:

DELETE LAST SENTENCE OF PARAGRAPH 1.1 AND SUBSTITUTE THE FOLLOWING:

"THE CONTRACT DOCUMENTS PROPOSED FOR WORK CONSIST OF OWNER-CONTRACTOR AGREEMENT, BID FORM, CONDITIONS OF THE CONTRACT (GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS), DRAWINGS, SPECIFICATIONS AND ALL ADDENDA ISSUED PRIOR TO, AND ALL MODIFICATIONS ISSUED AFTER, EXECUTION OF CONTRACT."

ADD THE FOLLOWING TO ARTICLE 1

“1.10 “OR EQUAL CLAUSE” WHERE, IN THESE SPECIFICATIONS, CERTAIN KINDS, TYPES, BRANDS, OR MANUFACTURERS OF MATERIALS ARE NAMED, THEY SHALL BE REGARDED AS THE REQUIRED STANDARD OF QUALITY. WHERE TWO OR MORE ARE NAMED, THESE ARE PRESUMED TO BE EQUAL, AND THE CONTRACTOR MAY SELECT ONE OF THOSE ITEMS. IF THE CONTRACTOR DESIRES TO USE ANY KIND, TYPE, BRAND, OR MANUFACTURE OF MATERIAL OTHER THAN THOSE NAMED IN THE SPECIFICATION, HE SHALL INDICATE IN THE BID FORM, OR IN WRITING PRIOR TO AWARD OF CONTRACT, WHAT KIND, TYPE, BRAND, OR MANUFACTURE IS INCLUDED IN THE BASE AND/OR ALTERNATE BIDS FOR THE SPECIFIED ITEM(S). FURTHER, THE CONTRACTOR MAY BE REQUESTED TO SUBMIT INFORMATION DESCRIBING IN SPECIFIC DETAIL, WHEREIN THE BID MATERIAL DIFFERS FROM THE QUALITY AND PERFORMANCE REQUIRED BY THE BASE SPECIFICATIONS, AND SUCH OTHER INFORMATION AS

MAY BE REQUIRED BY THE ARCHITECT, ENGINEER, OR OWNER. THE RISK OF ACCEPTANCE OF BID EQUIVALENTS IS THE RESPONSIBILITY OF THE CONTRACTOR.

1.10.1 THE CONTRACTOR, AT HIS OWN COST, SHALL HAVE THE BURDEN OF PROVING THE EQUALITY OF A PRODUCT TO THE SATISFACTION OF THE ARCHITECT, ENGINEER, OR OWNER. THE ARCHITECT, ENGINEER, AND OWNER, MAY ESTABLISH CRITERIA FOR PRODUCT APPROVAL, AND SHALL DETERMINE, IN HIS ABSOLUTE DISCRETION, WHETHER A PROPOSED PRODUCT IS TO BE APPROVED.

1.10.2 IF THE CONTRACTOR FAILS TO COMPLY WITH THESE REQUIREMENTS OR IF THE ARCHITECT, ENGINEER OR OWNER DETERMINES THAT THE PROPOSED PRODUCT IS NOT EQUAL TO THAT NAMED, THE CONTRACTOR SHALL SUPPLY THE PRODUCT NAMED.

1.10.3 ALL MATERIAL AND WORKMANSHIP SHALL, IN EVERY RESPECT, BE IN ACCORDANCE WITH WHAT IS IN CONFORMITY WITH THE APPROVED MODERN PRACTICE.

1.10.4 WHEREVER THE PLANS, DRAWINGS, SPECIFICATIONS, OR OTHER CONTRACT DOCUMENTS, OR THE DIRECTIONS OF THE RESOURCE CENTER, OR ITS AUTHORIZED AGENT ADMIT OF DOUBT AS TO WHAT IS PERMISSIBLE, AND/OR FAIL TO NOTE THE QUALITY OF ANY WORK, THAT INTERPRETATION WILL BE MADE BY THE ARCHITECT, ENGINEER, OR OWNER, WHICH IS IN ACCORDANCE WITH APPROVED MODERN PRACTICE, TO MEET THE PARTICULAR REQUIREMENTS OF THE CONTRACT.

1.10.5 IN ALL CASES, NEW MATERIAL SHALL BE USED UNLESS THIS PROVISION IS WAIVED BY NOTICE FROM THE RESOURCE CENTER, OR ITS REPRESENTATIVE.

ARTICLE 2 BIDDER'S REPRESENTATIONS:

2.1.3 ADD THE FOLLOWING:

NO PLEAS OF IGNORANCE OF CONDITIONS THAT EXIST, OR CONDITIONS OR DIFFICULTIES THAT MAY BE ENCOUNTERED IN THE EXECUTION OF THE WORK UNDER THESE CONTRACTS, AS A RESULT OF FAILURE TO MAKE THE NECESSARY EXAMINATIONS AND INVESTIGATIONS, WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL, IN EVERY DETAIL, ALL OF THE REQUIREMENTS OF THE CONTRACT.

ADD THE FOLLOWING SUBPARAGRAPHS:

2.1.3.1 THE SITE IS AVAILABLE FOR VISITING AND INSPECTION.

ARTICLE 3 BIDDING DOCUMENTS:

COPIES:

ADD THE FOLLOWING TO END OF SECOND SENTENCE IN SUBPARAGRAPH 3.1.1 - "....OR AS STIPULATED IN THE ADVERTISEMENT OR INVITATION TO BID."

3.1.2 DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

3.1.2 REFER TO THE INVITATION TO BID FOR DISTRIBUTION OF BIDDING

DOCUMENTS TO SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS.

3.3 SUBSTITUTIONS:
DELETE IN ITS ENTIRETY AND ADD THE FOLLOWING:

3.3 SUBSTITUTIONS:

3.3.1 EQUIVALENTS: WHERE, IN THESE SPECIFICATIONS, TWO OR MORE KINDS, TYPES, BRANDS, OR MANUFACTURERS OR MATERIALS ARE REGARDED AS THE REQUIRED STANDARD OF QUALITY AND ARE PRESUMED TO BE EQUAL THE CONTRACTOR MAY SELECT ONE OF THESE ITEMS OR, IF THE CONTRACTOR DESIRES TO USE ANY KIND, TYPE, BRAND, OR MANUFACTURER OR MATERIAL OTHER THAN THOSE NAMED IN THE SPECIFICATIONS, THEY SHALL INDICATE IN WRITING, WHEN REQUESTED, AND PRIOR TO AWARD OF CONTRACT, WHAT KIND, TYPE, BRAND, OR MANUFACTURER IS INCLUDED IN THE BASE BID FOR THE SPECIFIED ITEM.

3.3.1.1 THE RISK OF WHETHER BID EQUIVALENTS WILL BE ACCEPTED IS BORNE BY THE CONTRACTOR.

3.3.2 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 EQUIVALENT.

3.3.3 THE BURDEN OF PROOF OF THE MERIT OF THE PROPOSED EQUIVALENT IS UPON THE PROPOSER. THE ARCHITECT'S DECISION OF APPROVAL OR DISAPPROVAL OF A PROPOSED EQUIVALENT SHALL BE FINAL.

3.3.4 EQUIVALENTS WILL ALSO BE CONSIDERED PRIOR TO RECEIPT OF BIDS WHEN WRITTEN REQUEST IS 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 EQUAL TO AND A COMPLETE DESCRIPTION OF THE PROPOSED EQUIVALENT 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 EQUIVALENT WOULD REQUIRE, SHALL BE INCLUDED.

3.3.5 IF THE ARCHITECT APPROVES A PROPOSED EQUIVALENT PRIOR TO RECEIPT OF BIDS, SUCH APPROVAL WILL BE SET FORTH IN AN ADDENDUM.

ARTICLE 4 BIDDING PROCEDURES:

CHANGE 4.1.1 TO READ:

4.1.1 BID PROPOSAL SHALL BE MADE IN DUPLICATE UPON THE FORMS PROVIDED THEREFORE AND ALL APPROPRIATE BLANK SPACES IN THE FORMS SHALL BE FULLY FILLED, NUMBERS SHALL BE STATED IN BOTH WRITING AND FIGURES, THE SIGNATURE SHALL BE LONG HAND, AND THE COMPLETED FORM SHALL NOT CONTAIN ANY RECAPITULATION OF THE WORK TO BE DONE. NO ORAL, TELEGRAPHIC, OR TELEPHONIC PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED. PROPOSALS SHALL BE IN AN OPAQUE SEALED ENVELOPE

IDENTIFIED AND ADDRESSED AS FOLLOWS:

_____
CONTRACTOR'S NAME

_____
CONTRACTOR'S ADDRESS
BID PROPOSAL FOR – THE RESOURCE CENTER, INDIVIDUAL RESIDENTIAL ALTERNATIVE

ADD THE FOLLOWING SUBPARAGRAPHS:

4.1.10 UNIT PRICES IF INDICATED IN BID FORM, WILL BE USED TO DETERMINE COMPENSATION FOR ADDITIONS TO/OR DEDUCTIONS FROM WORK. ALL UNIT PRICES INDICATED SHALL BE BID.

4.1.11 FULLY EXECUTED BID FORMS SHALL BE SUBMITTED IN DUPLICATE.

BID SECURITY:

ADD THE FOLLOWING SUBPARAGRAPHS:

A SECURITY BOND IS REQUIRED AND SHALL BE WRITTEN ON AIA DOCUMENT A310, BID BOND OR COMMERCIAL FORM THAT IS ACCEPTABLE TO THE OWNER. THE ATTORNEY-IN-FACT WHO EXECUTES THE BOND ON BEHALF OF THE SECURITY SHALL AFFIX TO THE BOND A CERTIFIED AND CURRENT COPY OF THE POWER OF ATTORNEY.

BID SECURITY SHALL BE PROVIDED IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID AMOUNT AND SHALL BE IN THE FORM OF A BID BOND FROM A COMPANY LISTED ON TREASURY CIRCULAR 570, A CERTIFIED CHECK OR A BANK CHECK PAYABLE TO THE OWNER. CASH WILL NOT BE ACCEPTED AS BID SECURITY. MAKE CHECK PAYABLE TO:

THE RESOURCE CENTER

4.4 MODIFICATION OR WITHDRAWAL OF BID - SUBPARAGRAPH 4.4.1 ADD THE FOLLOWING:

NO BIDDER MAY WITHDRAW HIS BID WITHIN ONE HUNDRED TWENTY (120) DAYS AFTER THE ACTUAL DATE OF THE BID OPENING. THE STIPULATED TIME PERIOD WITHIN WHICH ALTERNATES, IF INCLUDED, MAY NOT BE WITHDRAWN BY THE SUCCESSFUL BIDDER IS ONE HUNDRED TWENTY (120) DAYS AFTER ACCEPTANCE OF THE BID.

ARTICLE 9 SUPPLEMENTARY INSTRUCTIONS

9.1 SUBMISSION OF BIDS

9.1.1 EACH BIDDER SHALL BE REQUIRED TO SUBMIT TWO (2) SIGNED COPIES OF HIS BID ON COPIES OF THE FORMS CONTAINED IN THE PROJECT MANUAL.

9.2 BID SECURITY

9.2.1 EACH BID SHALL BE ACCOMPANIED BY A CERTIFIED CHECK IN AN AMOUNT EQUAL TO FIVE (5) PERCENT OF THE AMOUNT OF THE TOTAL BID, OR A BID BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF NEW YORK, IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID IN LIEU OF SAID CERTIFIED CHECK.

9.3 BID WITHDRAWAL

9.3.1 BIDS MAY NOT BE WITHDRAWN FOR ONE HUNDRED TWENTY DAYS AFTER THE DAY OF THE BID OPENING, BUT OWNER MAY, IN THEIR SOLE DISCRETION, RELEASE ANY BID AND RETURN THE BID SECURITY PRIOR TO THAT DATE.

LAWS AND REGULATIONS

9.4.1 ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF FEDERAL, STATE, AND MUNICIPAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT SHALL APPLY TO THE CONTRACT THROUGHOUT, AND WILL BE DEEMED TO BE INCLUDED IN THE CONTRACT AS THOUGH HEREIN WRITTEN OUT IN FULL.

9.4.2 OTHER APPLICABLE LAWS, RULES, AND REGULATIONS INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, THE FOLLOWING WHICH ARE LISTED HERE FOR REFERENCE:

TITLE 29, CODE OF FEDERAL REGULATIONS, SECTION 1910.1001. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), U.S. DEPARTMENT OF LABOR.

TITLE 40, CODE OF FEDERAL REGULATIONS, PART 61, SUBPARTS A AND B; NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS, U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA).

INDUSTRIAL CODE RULE 56, AS ISSUED BY THE STATE OF NEW YORK, DEPARTMENT OF LABOR, DIVISION OF SAFETY AND HEALTH, ONE MAIN STREET, BROOKLYN, NEW YORK, 11202.

TITLE 40, CODE OF FEDERAL REGULATIONS, PART 763 ASBESTOS HAZARD EMERGENCY RESPONSE ACT. U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA).

ARTICLE 10 PROJECT AND BID INFORMATION

INDIVIDUAL RESIDENTIAL ALTERNATIVE
GLENWOOD AVENUE
SILVER CREEK, NEW YORK

OWNER: THE RESOURCE CENTER

OWNER'S REPRESENTATIVE: JASON BASILE, PROPERTY MAINTENANCE DIRECTOR, AND RON CARLSON, FACILITIES MAINTENANCE MANAGER.

ACCESS TO THE SITE: BIDDERS WILL BE PERMITTED TO ACCESS THE SITE PRIOR TO THE SCHEDULED BID OPENING DATE AT THEIR CONVENIENCE

.

END OF SECTION

SECTION 004100 - BID FORM

BID FORM FOR:

INDIVIDUAL RESIDENTIAL ALTERNATIVE

GLENWOOD AVENUE

SILVER CREEK, NEW YORK 14136

PROJECT NO. 2200919

CONTENTS

THE FOLLOWING DOCUMENTS SHALL BE COMPLETED IN THEIR ENTIRETY BY EACH BIDDER. ANY BID SUBMITTED WHICH DOES NOT INCLUDE THESE DOCUMENTS WILL BE CONSIDERED INCOMPLETE AND MAY BE GROUNDS FOR REJECTION OF BID.

1. BID FORM
2. ACKNOWLEDGEMENTS

(BID FORMS MUST BE SUBMITTED IN DUPLICATE)

BID FORM

DATED_____

TO:

THE RESOURCE CENTER

200 DUNHAM AVENUE

JAMESTOWN, NEW YORK

FROM:

_____ (NAME OF BIDDER)

_____ (ADDRESS OF BIDDER)

_____

LADIES AND GENTLEMEN: WE HEREBY SUBMIT OUR PROPOSAL FOR GENERAL CONSTRUCTION (INCLUDING MECHANICAL, ELECTRICAL, PLUMBING AND SITE WORK):

1. STIPULATED SUM BASIS, BASE BID:

PURSUANT TO AND IN COMPLIANCE WITH YOUR INVITATION TO BID, WE HAVE EXAMINED "INSTRUCTIONS TO BIDDERS", "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS", "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", "SUPPLEMENTARY GENERAL CONDITIONS", SPECIFICATIONS AND DRAWINGS ENTITLED:

INDIVIDUAL RESIDENTIAL ALTERNATIVE
GLENWOOD AVENUE
SILVER CREEK, NEW YORK

INCLUDING ADDENDA ENTITLED WITH ADDENDUM NUMBERS AND DATES AS FOLLOWS:

ADDENDUM NO.____ DATED_____	ADDENDUM NO.____ DATED_____
ADDENDUM NO.____ DATED_____	ADDENDUM NO.____ DATED_____
ADDENDUM NO.____ DATED_____	ADDENDUM NO.____ DATED_____
ADDENDUM NO.____ DATED_____	ADDENDUM NO.____ DATED_____
ADDENDUM NO.____ DATED_____	ADDENDUM NO.____ DATED_____

WE HAVE VISITED THE SITE AND EXAMINED ALL CONDITIONS AFFECTING WORK AND, BEING FAMILIAR WITH ALL CONDITIONS SURROUNDING THE CONSTRUCTION OF PROPOSED PROJECT INCLUDING AVAILABILITY OF MATERIALS AND LABOR, HEREBY PROPOSE TO FURNISH ALL LABOR, MATERIAL, EQUIPMENT AND SUPPLIES, AND TO CONSTRUCT PROJECT IN ACCORDANCE WITH CONTRACT DOCUMENTS FOR STIPULATED SUM OF:

_____DOLLARS
($_____) FOR ALL BASE BID WORK (AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, AMOUNT IN WORDS WILL GOVERN.)

2. ALTERNATES: UNDERSIGNED PROPOSES TO PERFORM WORK FOR HEREIN-STATED RESULTING ADDITIONS TO STIPULATED AMOUNT FOR ADD ALTERNATIVES, OR TO DELETE THE WORK FROM THE CONTRACT FOR RESULTING DEDUCTIONS FROM STIPULATED AMOUNT FOR DEDUCT ALTERNATES. ADDITIONS INCLUDE ANY MODIFICATIONS OF WORK OR RESPONSIBILITY THAT UNDERSIGNED MAY BE REQUIRED TO PERFORM OR PROVIDE BY REASON OF ACCEPTANCE OF ALTERNATE.

   ALTERNATE PROPOSAL REQUIREMENTS SHALL BE AS INDICATED UNDER SECTION 012300 OF THE PROJECT MANUAL AND ARE HEREBY MADE A PART OF THIS PROPOSAL FORM TO SAME EXTENT AS IF INDICATED HEREIN. FILL IN ALL BLANK SPACES. STRIKE OUT PHRASES THAT DO NOT APPLY.

   ALTERNATE NO. 1:
   (ADD/DEDUCT) _____DOLLARS
   ($_____)

3. ALLOWANCES: REFER TO SECTION 012100 OF THE PROJECT MANUAL. AMOUNT(S) INDICATED SHALL BE INCLUDED IN THE BID.

4. UNIT PRICES: NOT USED

5. PROJECT COMPLETION:
   BIDDER AGREES TO COMPLETE THE WORK IN ACCORDANCE WITH THE TIME PERIOD SPECIFIED IN SECTION 011000.

6. LEGAL ADDRESS: UNDERSIGNED DOES HEREBY DECLARE THAT THE ADDRESS INDICATED BELOW IS THE LEGAL ADDRESS TO WHICH ALL NOTICES, DIRECTIVES OR OTHER COMMUNICATIONS MAY BE DIRECTED AND AT WHICH THEY MAY BE SERVED.

7. COMPANY
   NAME_____
   STREET_____CITY_____
   STATE_____ ZIP_____
   PHONE_____

8. BIDDER, IN MAKING THIS PROPOSAL, HEREBY ACKNOWLEDGES AWARENESS OF AND FAMILIARITY WITH REQUIREMENTS OF ALL GOVERNING FEDERAL AND NEW YORK STATE LAWS, CODES, RULES AND REGULATIONS.

9. ENTER NAME OF BIDDER AND SIGNATURE OF AUTHORIZED OFFICER AND BIDDER'S OWN SEAL, IF A CORPORATION.
   NAME OF FIRM_____
   ADDRESS_____
   (SEAL)
   BY_____
   TITLE_____ DATE_____
   IF A CORPORATION, GIVE STATE OF INCORPORATION USING PHRASE "A

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF _____."
IF A PARTNERSHIP, GIVE NAME OF PARTNERS USING ALSO PHRASE "CO-PARTNERS TRADING AND DOING BUSINESS UNDER FIRM NAME AND STYLE OF _____."
IF AN INDIVIDUAL, GIVE NAME OF INDIVIDUAL OWNER USING PHRASE "AN INDIVIDUAL DOING BUSINESS UNDER FIRM NAME AND STYLE OF _____."

10. ACKNOWLEDGEMENTS:
    CONTRACTOR SUBMITTING BID SHALL EXECUTE APPROPRIATE ACKNOWLEDGMENT OF ATTACHED PAGES OF THIS BID.

END OF SECTION

SECTION 004110 – ACKNOWLEDGEMENTS

STATE OF NEW YORK)

: SS.

COUNTY OF)

ON THE ____ DAY OF _____ IN THE YEAR TWO THOUSAND TWENTY, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE INDIVIDUAL, OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL ACTED, EXECUTED THE INSTRUMENT.

_____

NOTARY PUBLIC

END OF SECTION

SECTION 005200 - AGREEMENT

1.01 GENERAL:

A. THE CONTRACTOR, WHOSE BID IS ACCEPTED BY OWNER, WILL BE REQUIRED TO EXECUTE AN OWNER AND CONTRACTOR AGREEMENT.

1.02 FORM OF AGREEMENT

A. AIA DOCUMENT A101, OWNER-CONTRACTOR AGREEMENT FORM - STIPULATED SUM 2017 EDITION, FORMS THE BASIS OF CONTRACT BETWEEN THE OWNER AND CONTRACTOR.

B. AGREEMENT SHALL BE ACCOMPANIED WITH A CORPORATE, PARTNERSHIP, OR INDIVIDUAL ACKNOWLEDGMENT, WHICHEVER IS APPLICABLE.

C. COPIES OF AGREEMENT FORM AND ACKNOWLEDGMENT FORMS ARE AVAILABLE FOR EXAMINATION AT ARCHITECT'S OFFICE. COPIES WILL BE MADE AVAILABLE TO BONA FIDE BIDDERS FOR EXAMINATION, UPON WRITTEN REQUEST ON FIRM'S LETTERHEAD.

D. AGREEMENT AND ACKNOWLEDGEMENT FORMS WILL BE FURNISHED BY ARCHITECT.

1.03 EXECUTION:

A. ARCHITECT WILL ASSIST OWNER IN PREPARATION OF AGREEMENT FORM.

B. EACH PARTY WILL BE ALLOWED REASONABLE TIME FOR LEGAL REVIEW PRIOR TO SIGNING.

C. SIGNING:
   1. AGREEMENT SHALL BE SIGNED BY BOTH OWNER AND CONTRACTOR.
   2. SIGNATURES SHALL BE THOSE OF PERSONS AUTHORIZED TO ENTER INTO LEGAL CONTRACTUAL AGREEMENTS ON BEHALF OF EACH ENTITY.
   3. EACH AGREEMENT SHALL BE ACCOMPANIED WITH APPROPRIATE ACKNOWLEDGMENT EXECUTED BY AND FOR EACH ENTITY WHOSE SIGNATURE APPEARS ON OWNER/CONTRACTOR AGREEMENT.

END OF SECTION

SECTION 007200 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 AIA DOCUMENT A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2017 EDITION, ATTACHED, IS THE GENERAL CONDITIONS BETWEEN THE OWNER AND CONTRACTOR.

SUPPLEMENTARY CONDITIONS

2.01 REFER TO DOCUMENT 007300 FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

GENERAL CONDITIONS OF THE CONTRACT FOLLOW THIS PAGE

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

Individual Residential Alternative
Glenwood Avenue
Silver Creek, New York 14136

THE OWNER:
(Name, legal status and address)

The Resource Center
200 Dunham Avenue
Jamestown, New York 14701

THE ARCHITECT:
(Name, legal status and address)

LaBella Associates, D.P.C.
500 East Sixth Street
Jamestown, NY 14701

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12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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

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

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

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

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

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

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expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

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§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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Individual Residential Alternative
Glenwood Avenue
Silver Creek, New York 14136

...

The Resource Center
200 Dunham Avenue
Jamestown, New York 14701

...

LaBella Associates, D.P.C.
500 East Sixth Street
Jamestown, NY 14701
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_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 007300 - SUPPLEMENTARY GENERAL CONDITIONS

PART 1 GENERAL

SUMMARY

A. THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN DOCUMENT 007200 (AIA DOCUMENT A201-2017) AND OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AS INDICATED BELOW. ALL PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.

B. THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.

MODIFICATIONS TO GENERAL CONDITIONS

MODIFICATIONS TO AIA A201

ARTICLE 1. GENERAL PROVISIONS:

1.1 BASIC DEFINITIONS:

ADD THE FOLLOWING SUBPARAGRAPHS:

1.1.9 WHERE THE WORD "PROVIDE" APPEARS, IT SHALL BE INTERPRETED TO MEAN THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES NECESSARY TO INSTALL AND PLACE IN OPERATING CONDITION.

1.1.10 THE WORDS "APPROVED", "OR APPROVED EQUAL", "EQUAL TO", "AS DIRECTED", "AS REQUIRED", ETC., ARE INTERPRETED AND SHALL BE TAKEN TO MEAN "TO THE SATISFACTION OF ARCHITECT".

1.1.11 WHERE THE WORD "REMOVE" APPEARS, IT SHALL BE INTERPRETED TO MEAN "DISMANTLE AND/OR TAKE AWAY FROM PREMISES WITHOUT ADDED COST TO OWNER".

1.1.12 WHERE THE WORD "SUPPLY" APPEARS, IT SHALL BE INTERPRETED TO MEAN "PURCHASE AND DELIVER TO JOB SITE".

1.1.13 WHERE THE WORD "INSTALL" APPEARS, IT SHALL BE INTERPRETED TO MEAN "STORE AT JOB SITE IF REQUIRED; PROPER PLACEMENT INCLUDING MISCELLANEOUS ITEMS NEEDED TO EFFECT PLACEMENT AS REQUIRED; PROTECT DURING CONSTRUCTION".

1.1.14 WHERE THE WORK "EXTRACT" APPEARS, IT SHALL BE INTERPRETED TO MEAN "CAREFULLY DISMANTLE AND/OR STORE WHERE DIRECTED BY OWNER OR REINSTALL AS INDICATED ON DRAWINGS OR AS DESCRIBED IN SPECIFICATIONS".

1.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS:

ADD THE FOLLOWING SUBPARAGRAPHS:

1.2.4 IN THE CASE OF ANY INCONSISTENCY BETWEEN DRAWINGS AND SPECIFICATIONS OR WITHIN EITHER DOCUMENT NOT CLARIFIED BY ADDENDUM, THE BETTER QUALITY OR GREATER QUANTITY OF WORK SHALL BE PROVIDED IN ACCORDANCE WITH THE ARCHITECT'S INTERPRETATION.

1.2.5 IN THE EVENT OF A CONFLICT BETWEEN OR AMONG PARTS OF THE CONTRACT DOCUMENTS THAT ARE ENTITLED TO EQUAL PREFERENCE, THE

BETTER QUALITY OR GREATER QUANTITY OF MATERIAL SHALL GOVERN UNLESS OTHERWISE DIRECTED BY ARCHITECT.

ARTICLE 2. OWNER:

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

DELETE SUBPARAGRAPH 2.3.6 AND SUBSTITUTE THE FOLLOWING:

2.3.6 GENERAL CONTRACTOR WILL BE FURNISHED, FREE OF CHARGE, FIVE (5) SETS OF DRAWINGS AND PROJECT MANUALS. ADDITIONAL SETS WILL BE FURNISHED UPON WRITTEN REQUEST AT A COST FOR REPRODUCTION, POSTAGE AND HANDLING.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

ADD SECOND SENTENCE: "SUCH ACTION BY THE OWNER AND AMOUNTS CHARGED TO THE CONTRACTOR ARE BOTH SUBJECT TO PRIOR CONSULTATION BY THE OWNER WITH THE ARCHITECT."

ARTICLE 3. CONTRACTOR:

3.5 WARRANTY:

ADD THE FOLLOWING SUBPARAGRAPH:

3.5.3 WHEN NOTIFIED OF WORK REQUIRING CORRECTION UNDER THE WARRANTY, THE CONTRACTOR SHALL PROMPTLY PROCEED TO MAKE SUCH REPAIR AND ADJUSTMENTS AND SHALL COORDINATE ALL CORRECTIVE WORK WITH THE INVOLVED SUBCONTRACTORS AND SUPPLIERS.

3.18 INDEMNIFICATION:

ADD THE FOLLOWING SUBPARAGRAPH:

3.18.3 CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, SUIT, CLAIM, DEMAND, COST, CHARGE, ATTORNEYS' FEES AND EXPENSES (HEREINAFTER COLLECTIVELY REFERRED TO AS “LOSS”) OF WHATEVER KIND OR NATURE WHICH OWNER MAY DIRECTLY OR INDIRECTLY INCUR, SUFFER OR BE REQUIRED TO PAY BY REASON OR IN CONSEQUENCE OF CARRYING OUT ANY OF THE PROVISIONS OR REQUIREMENTS OF THIS CONTRACT, WHERE SUCH LOSS IS INCURRED DIRECTLY OR INDIRECTLY BY OWNER, ITS EMPLOYEES OR AGENTS, AS RESULT OF THE NEGLIGENCE, ACTS OR OMISSIONS, BREACH OR FAULT OF THE CONTRACTOR, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES.

ARTICLE 4. ARCHITECT: NO MODIFICATION

ARTICLE 5. SUBCONTRACTORS: NO MODIFICATION

ARTICLE 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS: NO MODIFICATIONS.

ARTICLE 7. CHANGES IN THE WORK:

7.3 CONSTRUCTION CHANGE DIRECTIVES

ADD THE FOLLOWING SUBPARAGRAPHS TO PARAGRAPH 7.3:

7.3.11 IN SUBPARAGRAPH 7.3.4, ALLOWANCES INCLUDED IN TOTAL COST TO OWNER SHALL BE BASED ON THE FOLLOWING SCHEDULE -

7.3.11.1 FOR WORK PERFORMED BY CONTRACTOR'S OWN FORCES, A REASONABLE ESTIMATE OF NET COST OF WORK PLUS A FEE OF TWELVE

PERCENT (12%) WHICH FEE SHALL INCLUDE ALL CHARGES FOR SUPERVISION, FIELD OFFICE AND GENERAL EXPENSES, OVERHEAD AND PROFIT, TAXES, INSURANCE AND BONDS.

7.3.11.2 FOR THE CONTRACTOR, FOR WORK PERFORMED BY THE CONTRACTOR'S SUBCONTRACTORS, NET AMOUNT OF SUBCONTRACTOR'S CHARGE PLUS A FEE OF EIGHT PERCENT (8%). WHICH FEE SHALL INCLUDE ALL CHARGES FOR SUPERVISION, FIELD OFFICE AND GENERAL EXPENSES, OVERHEAD AND PROFIT, TAXES, INSURANCE AND BONDS.

7.3.11.3 FOR EACH SUBCONTRACTOR INVOLVED, FOR WORK PERFORMED BY THAT SUBCONTRACTOR'S OWN FORCES, TEN PERCENT (10%) OF THE NET AMOUNT OF THE SUBCONTRACTOR'S CHARGE FOR SUCH WORK, WHICH SHALL INCLUDE ALL CHARGES FOR SUPERVISION, FIELD OFFICE, GENERAL EXPENSES, OVERHEAD, PROFIT, TAXES, INSURANCE AND BONDS.

7.3.11.4 COST FOR WHICH OVERHEAD AND PROFIT IS TO BE APPLIED SHALL BE DETERMINED IN ACCORDANCE WITH SUBPARAGRAPH 7.3.7.

7.3.11.5 IN ORDER TO FACILITATE CHECKING OF QUOTATIONS FOR EXTRAS OR CREDITS, ALL PROPOSALS, EXCEPT THOSE SO MINOR THAT THE PROPRIETY CAN BE SEEN BY INSPECTION, SHALL BE ACCOMPANIED BY A COMPLETE ITEMIZATION OF COSTS INCLUDING LABOR, MATERIALS AND SUBCONTRACTS. LABOR AND MATERIALS SHALL BE ITEMIZED IN THE MANNER PRESCRIBED ABOVE. WHERE MAJOR COST ITEMS ARE SUBCONTRACTS, THEY SHALL BE ITEMIZED ALSO.

ARTICLE 8. TIME: NO MODIFICATIONS

ARTICLE 9. PAYMENTS AND COMPLETION:

9.2 SCHEDULE OF VALUES:

CHANGE THE BEGINNING OF THE FIRST SUBPARAGRAPH AND CHANGE THE THIRD PHRASE OF THIS SUBPARAGRAPH "BEFORE THE FIRST APPLICATION FOR PAYMENT" TO READ:

"NOT LATER THAN SEVEN (7) DAYS AFTER BEING AWARDED THE CONTRACT,....."

9.3 APPLICATIONS FOR PAYMENT:

ADD BEGINNING PHRASE TO SUBPARAGRAPH 9.3.1:

9.3.1"UNLESS OTHERWISE STIPULATED IN OWNER/CONTRACTOR AGREEMENT,......."

ADD THE FOLLOWING TO SUBPARAGRAPH 9.3.1:

9.3.1.3 UNTIL SUBSTANTIAL COMPLETION, OWNER WILL PAY NINETY-FIVE PERCENT (95%) OF AMOUNT DUE CONTRACTOR ON ACCOUNT OF PROGRESS PAYMENTS, LESS AN AMOUNT NECESSARY TO SATISFY ANY CLAIMS, LIENS OR JUDGMENTS AGAINST CONTRACTOR WHICH HAVE NOT BEEN SUITABLY DISCHARGED.

9.8 SUBSTANTIAL COMPLETION:

ADD THE FOLLOWING TO SUBPARAGRAPH 9.8.2:

9.10 FINAL COMPLETION AND FINAL PAYMENT:

REVISE FIRST SENTENCE OF SUBPARAGRAPH 9.10.2 TO READ:

9.10.2 "NEITHER FINAL PAYMENT NOR ANY REMAINING AMOUNT RETAINED UNDER PROVISIONS OF SUBPARAGRAPH 9.8.2.1 SHALL BECOME DUE UNTIL CONTRACTOR SUBMITS TO ARCHITECT (1) AN AFFIDAVIT THAT...."

ARTICLE 10. PROTECTION OF PERSONS AND PROPERTY:

10.2 SAFETY OF PERSONS AND PROPERTY:

ADD THE FOLLOWING SUBPARAGRAPH:

10.2.9 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFYING THAT NEW MATERIALS FURNISHED UNDER CONTRACT CONTAIN NO ASBESTOS.

ARTICLE 11. INSURANCE AND BONDS:

11.1 CONTRACTOR'S INSURANCE AND BONDS:

ADD THE FOLLOWING NEW SENTENCE AT THE END OF SUBPARAGRAPH 11.1.1:

"THE OWNER AND ARCHITECT SHALL BE NAMED AS ADDITIONAL INSUREDS ON ALL POLICIES OBTAINED BY THE CONTRACTOR AND ITS SUBCONTRACTORS FOR THIS PROJECT."

DELETE SUBPARAGRAPH 11.1.2 AND REPLACE WITH THE FOLLOWING:

11.1.2 THE INSURANCE REQUIRED BY SECTION 11.1.1 SHALL BE WRITTEN FOR NOT LESS THAN THE 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 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 OF WORK OR FOR SUCH OTHER PERIOD FOR MAINTENANCE OF COMPLETED OPERATIONS COVERAGE AS SPECIFIED IN THE CONTRACT DOCUMENTS.

ADD THE FOLLOWING TO SUBPARAGRAPH 11.1.3:

11.1.3.1 CONTRACTOR SHALL FURNISH ONE (1) COPY EACH OF CERTIFICATES OF INSURANCE HEREIN REQUIRED FOR EACH COPY OF AGREEMENT WHICH SHALL SPECIFICALLY SET FORTH EVIDENCE OF ALL COVERAGE REQUIRED BY SUBPARAGRAPHS 11.1.1 AND 11.1.2. FORM OF CERTIFICATE SHALL BE A.I.A. DOCUMENT G705 "CERTIFICATE OF INSURANCE" OR INSURANCE COMPANY CERTIFICATE OF SIMILAR FORMAT ACCEPTABLE TO OWNER AND ARCHITECT. CONTRACTOR SHALL FURNISH OWNER COPIES OF ANY ENDORSEMENTS THAT ARE SUBSEQUENTLY ISSUED AMENDING COVERAGE OR LIMITS.

11.1.3.2IN ADDITION TO CERTIFICATES SUBMITTED TO OWNER, SUBMIT ONE (1) COPY OF EACH CERTIFICATE TO ARCHITECT FOR HIS FILES.

ADD THE FOLLOWING SUBPARAGRAPH:

11.1.5 INCLUDED IN SECTION 008100 OF THE PROJECT MANUAL IS A COPY OF OWNER'S INSTRUCTIONS FOR BONDS AND INSURANCE PREPARED BY THE OWNER STIPULATING TYPES AND AMOUNTS FOR INSURANCE TO BE INCLUDED FOR THIS PROJECT. THESE INSTRUCTIONS SHALL BE INCLUDED

AS A PART OF THE CONTRACT DOCUMENTS. IN ADDITION TO THESE REQUIREMENTS, INCLUDE REQUIREMENTS OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AND THE SUPPLEMENTARY GENERAL CONDITIONS.

ARTICLE 12. UNCOVERING AND CORRECTION OF WORK:

12.2 CORRECTION OF WORK:

ADD THE FOLLOWING TO SUBPARAGRAPH 12.2.5:

12.2.5.1 CONTRACTOR SHALL ALSO REPLACE OR REPAIR TO SATISFACTION OF OWNER ANY OR ALL DAMAGE DONE TO BUILDING OR ITS CONTENTS OR TO WORK OF OTHER TRADES IN CONSEQUENCE OF WORK PERFORMED IN FULFILLING GUARANTEE. THIS CLAUSE IS GENERAL IN NATURE AND WILL NOT OPERATE TO WAIVE STIPULATIONS OF OTHER CLAUSES WHICH SPECIFY GUARANTEE PERIODS IN EXCESS OF ONE (1) YEAR.

ARTICLE 13. MISCELLANEOUS PROVISIONS: NO MODIFICATIONS.

ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT: NO MODIFICATIONS.

ARTICLE 15. CLAIMS AND DISPUTES:

15.1.2 TIME LIMITS ON CLAIMS:

DELETE THE FIRST SUBPARAGRAPH IN ITS ENTIRETY AND ADD THE FOLLOWING SUBPARAGRAPH:

15.1.2 THE OWNER AND CONTRACTOR SHALL COMMENCE ALL CLAIMS AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, BREACH OF CONTRACT WARRANTY OR OTHERWISE, AGAINST ONE ANOTHER, ARISING OUT OF OR RELATED TO THE CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS OF THE FINAL DISPUTE RESOLUTION METHOD SELECTED IN THE AGREEMENT AND WITHIN THE TIME PERIOD SPECIFIED BY APPLICABLE LAW, BUT IN ANY CASE NOT MORE THAN 10-YEARS AFTER THE DATE OF SUBSTANTIAL COMPLETION OF WORK. THE OWNER AND CONTRACTOR WAIVE ALL CLAIMS AND CAUSES OF ACTION NOT COMMENCED IN ACCORDANCE WITH THIS SECTION 13.7.

END OF SECTION

SECTION 008100 - OWNER'S INSTRUCTIONS FOR BONDS AND INSURANCE

PROJECT:

Individual Residential Alternative

Glenwood Avenue

Silver Creek, New York 14136

1.01 BONDS:

A. BID SECURITY:
   1. __X___ requested, in the form of Bid Bond (AIA Document A310) or Certified Check in the amount of 5% of the total bid.
   2. PERFORMANCE BOND AND PAYMENT BOND:
      a. Refer to Section 012300 – "Alternates" in the Project Manual.

1.02 BUILDER'S RISK POLICY:

A. The Resource Center will purchase the Builder's Risk Policy, but Bidders will be required to provide the insurance coverage that follows in the information below.

1.03 COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE WITH LIMITS OF INSURANCE NOT LESS THAN $1,000,000 EACH OCCURRENCE AND $2,000,000 GENERAL AGGREGATE:

A. General Aggregate shall apply separately to each project and location. CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01, 12/04, 12/07 or a substitute form that provides equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products completed operations for not less than two years, personal and advertising injury, and liability assumed under an insured contract. There shall be no Cross-Suits exclusion, exclusion removing coverage for injuries to "any employee" of a contractor/subcontractor on the job site, or exclusions removing coverage for liability assumed by the Contractor in an insured contract as that term is defined within the CGL policy (i.e. Labor Law Exclusions or for obligations by the Contractor under this contract.)

B. Contractor, Owner and all other parties required of the Contractor, shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG20 10 11/85 or both CG 20 38 04 13 and CG 20 37 07 04. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. Coverage for the additional insured's shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.

C. There shall be no endorsement or modification of the subcontractors CGL policy arising from work performed by subcontractors.

D. Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.

E. Coverage is to be provided on and with carriers licensed and admitted to do business in the State of New York, with an A. M. Best Financial Rating of 'A' (or better) or otherwise acceptable to Contractors.

1.04 AUTO LIABILITY

A. Business Auto Liability with limits of at least $1,000,000 each accident.

B. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

C. Contractor, Owner and all other parties required of the Contractor as indicated in the sample Certificate of Insurance appended to this Agreement, shall be included as additional insureds on the auto policy.

D. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.

1.05 COMMERCIAL UMBRELLA/EXCESS

A. Umbrella limits must be at least $5,000,000.

B. Umbrella coverage must include as insured, all entities that are additional insured's on any and all primary layers of coverage including, but not limited to, Commercial General Liability, Automobile Liability as referenced above.

C. Umbrella coverage for such additional insured's shall apply as primary to any other insurance under which the additional insured qualifies as a named insured, as well as, before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

1.06 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

A. Workers' Compensation limits must meet State statutory requirements.

B. Employer Liability insurance limits of at least $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for injury by disease.

C. Workers' Compensation coverage will be written to include all employees, including all executive officers.

1.07 CANCELLATION OF INSURANCE:

A. Written notice of cancellation must be provided to all certificate holders 30 days before cancellation.

OWNER: The Resource Center

DATE: 11/12/20

END OF SECTION

01 40 00 - Quality Requirements.docx

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. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Work restrictions.
5. Project sequence and completion.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Individualized Residential Alternative
1. The building site is located on Glenwood Avenue, Silver Creek, NY 14136. The sole structure on the site is a small barn/shed which is scheduled to remain.

B. Owner: The Resource Center
1. Owner’s Representative:

Jason Basile – Director of Property and Maintenance
Phone (716) 490-5514
Email: Jason.Basile@resouircecenter.org

Ron Carlson- Facilities Maintenance Manager
Phone (716) 450-2941
Email: Ron.Carlson@resourcecenter.org

C. Architect: Labella Associates D.P.C. 500 East Sixth Street, Jamestown, NY 14701.
   1. Project Manager:
      Edmund Schober
      Phone (716) 483-3153, Ext 216
      Email: eschober@labellapc.com

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. Description of work;
   1. All work will take place at the site on Glenwood Avenue in Silver Creek, New York. Work includes the construction of a new single story slab-on-grade, wood framed group-home residence with attached garage totaling approximately 2,800 square feet. Work also includes new utilities to the building, site improvements, along with mechanical, electrical, plumbing and fire protection systems.

B. Type of Contract:
   1. The project will be constructed under a single-prime contract based on a stipulated price. Contract for this project includes the following:
      General Construction Contract (including all site, structural, mechanical, electrical, fire protection and plumbing construction).

1.5 ACCESS TO SITE

A. Use of Site: Limit use of project site to the Work scheduled, in areas indicated. Do not disturb portions of project site beyond areas in which the Work is indicated and required.

B. Condition of Existing Grounds: Maintain portions of existing grounds affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

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

   2. Do not obstruct roadways, sidewalks or other public ways without permit.

1.7 PROJECT SEQUENCE AND COMPLETION

A. Following bidding, the project will require NYS Department of Health Certificate of Need review and approval, as initiated by the Owner. It is anticipated that the timeframe for approval will permit construction work to begin in Spring of 2021. Following approval, contract award will become official and Owner/Contractor Agreements drafted.

B. The date of substantial completion has been established as **October 29, 2021**.

END OF SECTION

SECTION 01 20 00- PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Change procedures.

1.02 RELATED REQUIREMENTS

A. Document 00 72 00 - General Conditions and Document 00 73 00 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.

B. Document 00 73 00 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

1.03 SCHEDULE OF VALUES

A. Form to be used: AIA Form G703.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values electronically in PDF format within 7 days after date of Owner-Contractor Agreement.

E. Format: Identify each line item with number and title of the specification section. Identify site mobilization, bonds and insurance, closeout among the items.

F. Identification: Include the following on the Schedule of Values:
   1. Project Name and location.
   2. Name of Architect.
   3. Architect's project number.
   4. Contractor's name and address.
   5. Date of submission.

G. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
   1. Related Specification Section or Division.
   2. Description of the Work.
   3. Name of Subcontractor.
   4. Name of manufacturer or fabricator.
   5. Name of Supplier.
   6. Change Orders (numbers) that affect value.
   7. Dollar Value.
      a. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

K. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents and drawings, when they include technical specifications. Provide several line items for principal subcontract amounts, where appropriate.

L. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

M. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   1. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

N. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

O. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   1. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

P. Revise schedule to list approved Change Orders or Construction Change Directives that result in a change in the contract sum with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement. Electronic submission is acceptable.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets as form for Applications for Payment. Form: AIA G702 Application and Certificate

E. Execute certification by signature of authorized officer.

F. Include the following with the application:
   1. Transmittal letter as specified for Submittals in Section 01 30 00.
   2. Partial release of liens from major Subcontractors and vendors.
      a. When an application shows completion of an item, submit final or full waivers of liens.
   3. Affidavits attesting to off-site stored products.

H. Initial Application for Payment: Administrative actions and submittals that mist precede or coincide with submittal of first Application for Payment include the following:
   1. List of Subcontractors
   2. Schedule of Values
   3. Contractor's Construction Schedule (preliminary if not final).
   4. Products List.
   5. Schedule of unit prices, if applicable.
   6. Submittals Schedule (preliminary if not final).
   7. List of Contractor's staff assignments.
   8. List of Contractor's principal consultants.
   9. Copies of building permits.
   10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
   11. Initial Progress Report.
   12. Report of preconstruction conference.

13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but 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, "Contractor's Affidavit of Payment of Debts and Claims".
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens".
6. AIA Document G707, "Consent of Surety to Final Payment".
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.

1.05 MODIFICATION PROCEDURES

A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.

B. Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on AIA Form G710.

C. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
2. Promptly execute the change.

D. Owner-Initiated Proposal Request: Architect may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor shall prepare and submit a fixed price quotation within ten days.
1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. use available total float before requesting an extension of the Contract Time.

E. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Section 01 60 00 - Product Requirements if the proposed change requires substitution of one product or system for another product or system specified.

F. Proposal Request Form: Use AIA Document G709 for Proposal Requests

G. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

H. Execution of Change Orders: Upon Owners approval, Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract on AIA Document G701.

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND OTHER DIVISION 1 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.02 SECTION INCLUDES

A. CONTINGENCY ALLOWANCE.

B. PAYMENT AND MODIFICATION PROCEDURES RELATING TO ALLOWANCE PROCEDURES.

1.03 RELATED REQUIREMENTS

A. SECTION 012000 - PRICE AND PAYMENT PROCEDURES: ADDITIONAL PAYMENT AND MODIFICATION PROCEDURES.

1.04 CONTINGENCY ALLOWANCE

A. CONTRACTOR'S COSTS FOR PRODUCTS, DELIVERY, INSTALLATION, LABOR, INSURANCE, PAYROLL, TAXES, BONDING, EQUIPMENT RENTAL, OVERHEAD AND PROFIT WILL BE INCLUDED IN CHANGE ORDERS AUTHORIZING EXPENDITURE OF FUNDS FROM THIS CONTINGENCY ALLOWANCE.

B. FUNDS WILL BE DRAWN FROM THE CONTINGENCY ALLOWANCE ONLY BY CHANGE ORDER.

C. AT CLOSEOUT OF CONTRACT, FUNDS REMAINING IN CONTINGENCY ALLOWANCE WILL BE CREDITED TO OWNER BY CHANGE ORDER.

1.05 ALLOWANCES SCHEDULE

A. ALLOWANCE NO. 1: THE CONTRACTOR IS TO INCLUDE IN THE BASE BID PROPOSAL AN ALLOWANCE FOR ONE (1) PROJECT SIGN TO BE INSTALLED ON THE SITE AT A LOCATION DETERMINED BY THE OWNER:
   1. ALLOW $1,000 (ONE THOUSAND DOLLARS).
   2. INCLUDE THE FOLLOWING IN THE ALLOWANCE:
      A. OVERHEAD AND PROFIT
      B. FABRICATION AND DELIVERY
      C. INSTALLATION AND REMOVAL

B. ALLOWANCE NO. 2: THE CONTRACTOR IS TO INCLUDE IN THE BASE BID PROPOSAL AN ALLOWANCE FOR LANDSCAPING:
   1. ALLOW $3,000 (THREE THOUSAND DOLLARS).
   2. INCLUDE THE FOLLOWING IN THE ALLOWANCE:
      A. OVERHEAD AND PROFIT
      B. DELIVERY OF SHRUBS, PLANTS
      C. PLANTING AND MULCHING

C. ALLOWANCE NO. 3: THE CONTRACTOR IS TO INCLUDE IN THE BASE BID PROPOSAL AN ALLOWANCE FOR THE PURCHASE OF BATHROOM ACCESSORIES CONSISTING OF PAPER TOWEL DISPENSERS, SOAP DISPENSERS, TOILET PAPER HOLDERS,

TOWEL RACKS, SHOWER RODS AND CURTAINS, CLOTHING HOOKS, ETC. ALLOWANCE IS FOR THE PURCHASE OF ITEMS ONLY, AND DOES NOT INCLUDE COSTS FOR INSTALLATION BY CONTRACTOR WHICH SHALL ALSO BE INCLUDED IN THE BASE BID.

1. ALLOW $500 (FIVE HUNDRED DOLLARS).
2. INCLUDE THE FOLLOWING IN THE ALLOWANCE:
   A. OVERHEAD AND PROFIT

D. ALLOWANCE NO. 4: THE CONTRACTOR IS TO INCLUDE IN THE BASE BID PROPOSAL AN ALLOWANCE FOR THE PURCHASE AND INSTALLATION OF WINDOW TREATMENTS.

1. ALLOW $1,500 (ONE THOUSAND FIVE HUNDRED DOLLARS)
2. INCLUDE THE FOLLOWING IN THE ALLOWANCE:
   A. OVERHEAD AND PROFIT

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 23 00 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

B. Procedures for pricing Alternates.

C. Documentation of changes to Contract Price and Contract Time.

1.02 RELATED REQUIREMENTS

A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

A. Alternate No. 1 – Performance Bond and Payment Bond:

1. State the amount to be added to the Base Bid to furnish Performance and Payment Bonds, both bonds written in amount of the contract sum, executed on a form currently approved by the Surety Association of America.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00- ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electronic document submittals.

B. Preconstruction meeting.

C. Progress meetings.

D. Construction progress schedule.

E. Coordination drawings.

F. Submittals for review, information, and project closeout.

G. Number of copies of submittals.

H. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Work covered by each contract, occupancy, and Project Coordination.

B. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.

C. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.

D. Section 01 78 00 - Closeout Submittals: Project record documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL

A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via email.
   1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, and any other document any participant wishes to make part of the project record.
   2. It is Contractor's responsibility to submit documents in PDF format.
   3. Paper document transmittals will not be reviewed; emailed PDF documents will be reviewed. PDF’s are to be combined into one submittal for each specification section.
   4. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

3.02 PRECONSTRUCTION MEETING

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

B. Attendance Required:
   1. Owner
   2. Architect
   3. Contractor

C. Agenda:
   1. Distribution of Contract Documents.
   2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
   3. Designation of personnel representing the parties that are authorized to conclude matters relating to the work.
   4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   5. Scheduling.
   6. Phasing.
   7. Critical Work Sequencing.
   8. Responsibility for temporary facilities and controls.
   9. Parking availability.
   10. Office, work and storage areas.
   11. Use of premises by Owner and Contractor.
   12. Owner's requirements.
   13. Security and Housekeeping procedures.
   14. Procedures for testing.
   15. Procedures for maintaining record documents.
   16. Requirements for start-up of equipment.
   17. Inspection and acceptance of equipment put into service during construction period.
   18. Works hours.

D. Architect will record minutes and distribute copies within seven days after meeting to participants, with copies to Contractor, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at appropriate intervals.

B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.

C. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Corrective measures to regain projected schedules.
   8. Planned progress during succeeding work period.
   9. Maintenance of quality and work standards.
   10. Effect of proposed changes on progress schedule and coordination.
   11. Other business relating to Work.

D. Architect will record minutes and distribute copies within seven days after meeting to participants, with two copies to Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
   1. Include written certification that major contractors have reviewed and accepted proposed schedule.

D. Within 10 days after joint review, submit complete schedule.

E. Submit updated schedule with each Application for Payment.

3.05 COORDINATION DRAWINGS

A. Provide information required by Project Coordinator for preparation of coordination drawings.

B. Review drawings prior to submission to Architect.

3.06 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed only for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - CLOSEOUT SUBMITTALS.

3.07 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for Architect’s knowledge as contract administrator or for Owner. No action will be taken.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.

B. Submit for Owner's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.10 SUBMITTAL PROCEDURES

A. Transmit each submittal with a copy of approved submittal form.

B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

H. Provide space for Contractor and Architect review stamps.

I. When revised for resubmission, identify all changes made since previous submission.

J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

3.11 CONTRACTOR PURCHASE OF CAD FILES

A. Drawing files created by the Architect will be made available for the Contractor's use in creating project submittals, provided that the "File Transfer Agreement" and associated service fee are executed and received by the office of the Architect.

END OF SECTION

SECTION 01 32 16- CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, bar chart type.

1.02 RELATED SECTIONS

A. Section 01 10 00 - Summary: Work sequence and occupancy.

1.03 SUBMITTALS

A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

C. Within 10 days after joint review, submit complete schedule.

D. Submit updated schedule as necessary and as determined by the Architect.

E. Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.

1.04 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

B. Diagram Sheet Size: Maximum 11 x 17 inches.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification section number.

C. Identify work of separate stages and other logically grouped activities.

D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion and Final Completion.

F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, Products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.

G. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

A. Include a separate bar for each major portion of Work or operation.

B. Identify the first work day of each week.

3.04 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Annotate diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit reports required to support recommended changes.

3.05 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Owner, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 40 00- QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Mock-ups.

B. Control of installation.

C. Tolerances.

D. Testing and inspection services.

E. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

A. Document 003100 - Available Project Information: Soil investigation data.

B. Section 014219 - Reference Standards.

C. Section 014533 - Code-Required Special Inspections. For testing requirements.

D. Section 016000 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

A. Testing Agency Qualifications:
   1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. Conformance with Contract Documents.
      k. When requested by Architect, provide interpretation of results.

C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
   1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.04 REFERENCES AND STANDARDS - SEE SECTION 014219

1.05 TESTING AND INSPECTION AGENCIES

A. Owner will employ and pay for services of an independent testing agency to perform specified testing and inspection.

1. Owner will furnish Contractor with names, addresses and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mock-ups shall be a comparison standard for the remaining Work.

D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

3.03 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.

4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
5. Perform additional tests and inspections required by Architect.
6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency may not approve or accept any portion of the Work.
3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
3. Provide incidental labor and facilities:
   a. To provide access to Work to be tested/inspected.
   b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
   c. To facilitate tests/inspections.
   d. To provide storage and curing of test samples.
4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.

E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 014219 - REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements relating to referenced Standards.

1.02 QUALITY ASSURANCE

A. For products or workmanship specified by reference to a document or documents not included in the project manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Should specified reference standards conflict with contract documents, request clarification from the architect before proceeding.

C. Neither the contractual relationships, duties, or responsibilities of the parties in contract nor those of the architect shall be altered by the contract documents by mention or inference otherwise in any reference document.

PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

AA -- ALUMINUM ASSOCIATION, INC.

AABC -- ASSOCIATED AIR BALANCE COUNCIL

AAMA -- AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION

AASHTO -- AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

AATCC -- AMERICAN ASSOCIATION OF TEXTILE CHEMISTS & COLORISTS

ABMA -- AMERICAN BEARING MANUFACTURERS ASSOCIATION, INC.

ACGIH -- AMERICAN COUNCIL OF GOVERNMENTAL INDUSTRIAL HYGIENISTS

ACI -- AMERICAN CONCRETE INSTITUTE INTERNATIONAL

ADC -- AIR DIFFUSION COUNCIL

AFPA -- AMERICAN FOREST AND PAPER ASSOCIATION

AGA -- AMERICAN GALVANIZERS ASSOCIATION, INC.

AGC -- ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AHA -- AMERICAN HARDBOARD ASSOCIATION

AI -- THE ASPHALT INSTITUTE

AIA - THE AMERICAN INSTITUTE OF ARCHITECTS

AISC -- AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.

AISI -- AMERICAN IRON AND STEEL INSTITUTE

AITC -- AMERICAN INSTITUTE OF TIMBER CONSTRUCTION

ALI -- AMERICAN LADDER INSTITUTE

ALSC -- AMERICAN LUMBER STANDARDS COMMITTEE

AMCA -- AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL, INC.

ANSI -- AMERICAN NATIONAL STANDARDS INSTITUTE

AOSA -- ASSOCIATION OF OFFICIAL SEED ANALYSTS

APA -- APA - THE ENGINEERED WOOD ASSOCIATION

APHA -- AMERICAN PUBLIC HEALTH ASSOCIATION

API -- AMERICAN PETROLEUM INSTITUTE

API - ALLIANCE FOR THE POLYURETHANES INDUSTRY, AMERICAN PLASTICS COUNCIL

ARI -- AIR-CONDITIONING AND REFRIGERATION INSTITUTE (SEE AHRI)

ARRA -- ASPHALT RECYCLING AND RECLAIMING ASSOCIATION

ASA -- ACOUSTICAL SOCIETY OF AMERICA

ASCA -- ARCHITECTURAL SPRAY COATERS ASSOCIATION

ASCE -- AMERICAN SOCIETY OF CIVIL ENGINEERS

ASHRAE -- AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS, INC.

ASME -- THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS

ASPA -- AMERICAN SOD PRODUCERS ASSOCIATION (SEE TURFGRASS PRODUCERS INTERNATIONAL)

ASTM A SERIES -- ASTM INTERNATIONAL

AWCI -- ASSOCIATION OF THE WALL AND CEILING INDUSTRIES INTERNATIONAL

AWI -- ARCHITECTURAL WOODWORK INSTITUTE

AWPA -- AMERICAN WOOD-PRESERVERS' ASSOCIATION

AWPB -- AMERICAN WOOD PRESERVERS BUREAU

AWS -- AMERICAN WELDING SOCIETY

AWWA -- AMERICAN WATER WORKS ASSOCIATION

BHMA -- BUILDERS HARDWARE MANUFACTURERS ASSOCIATION

BIA -- BRICK INDUSTRY ASSOCIATION

BOCA -- BUILDING OFFICIALS & CODE ADMINISTRATORS INTERNATIONAL, INC.

CDA -- COPPER DEVELOPMENT ASSOCIATION, INC.

CGA -- COMPRESSED GAS ASSOCIATION

CISCA -- CEILINGS & INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION

CISPI -- CAST IRON SOIL PIPE INSTITUTE

CLFMI -- CHAIN LINK FENCE MANUFACTURERS INSTITUTE

CPA -- COMPOSITE PANEL ASSOCIATION

CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION

CRI -- CARPET AND RUG INSTITUTE

CRSI -- CONCRETE REINFORCING STEEL INSTITUTE

CTI -- CERAMIC TILE INSTITUTE

DASMA -- DOOR & ACCESS SYSTEMS MANUFACTURERS' ASSOCIATION, INTERNATIONAL

DHI -- DOOR AND HARDWARE INSTITUTE

EIA - ELECTRONIC INDUSTRIES ALLIANCE

EIMA -- EXTERIOR INSULATION MANUFACTURERS ASSOCIATION

EJMA - EXPANSION JOINT MANUFACTURERS ASSOCIATION

FM -- FACTORY MUTUAL RESEARCH CORPORATION

GA -- GYPSUM ASSOCIATION

GANA -- GLASS ASSOCIATION OF NORTH AMERICA

GRI - GEOSYNTHETIC RESEARCH INSTITUTE

HI -- THE HYDRONICS INSTITUTE (SEE AHRI)

HPVA -- HARDWOOD PLYWOOD VENEER ASSOCIATION

HPW -- H.P. WHITE LABORATORY, INC.

IAPMO -- INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS

ICBO -- INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS

ICC - INTERNATIONAL CODE COUNCIL, INC.

ICEA - INSULATED CABLE ENGINEERS ASSOCIATION

IEC - INTERNATIONAL ELECTROTECHNICAL COMMISSION

IEEE -- INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS

IES/IESNA -- ILLUMINATING ENGINEERING SOCIETY

IGMA - INSULATING GLASS MANUFACTURERS ALLIANCE

ILI -- INDIANA LIMESTONE INSTITUTE OF AMERICA, INC.

IMIAWC -- INTERNATIONAL MASONRY INDUSTRY ALL-WEATHER COUNCIL

ISDI -- INSULATED STEEL DOOR INSTITUTE

ISS -- IRON AND STEEL SOCIETY

ISSFA - INTERNATIONAL SOLID SURFACE FABRICATORS ASSOCIATION

ISO -- INTERNATIONAL STANDARDS ORGANIZATION

ITS -- INTERTEK TESTING SERVICES NA, INC.

KCMA -- KITCHEN CABINET MANUFACTURERS ASSOCIATION

CFSEI - COLD-FORMED STEEL ENGINEERS INSTITUTE

LPI -- LIGHTNING PROTECTION INSTITUTE

MBMA -- METAL BUILDING MANUFACTURERS ASSOCIATION

MFMA -- MAPLE FLOORING MANUFACTURERS ASSOCIATION

MFMA -- METAL FRAMING MANUFACTURERS ASSOCIATION

MIA -- MARBLE INSTITUTE OF AMERICA, INC.

MSS -- MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY, INC.

NAA -- NATIONAL ARBORIST ASSOCIATION

NAAMM -- THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS

NACE -- NACE INTERNATIONAL

NCMA -- NATIONAL CONCRETE MASONRY ASSOCIATION

NCWPB - NATIONAL CERTIFIED PIPE WELDING BUREAU

NEBB -- NATIONAL ENVIRONMENTAL BALANCING BUREAU

NECA -- NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

NEMA -- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

NETA -- INTERNATIONAL ELECTRICAL TESTING ASSOCIATION

NFHS - NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS:

NFPA -- NATIONAL FIRE PROTECTION ASSOCIATION

NFRC -- NATIONAL FENESTRATION RATING COUNCIL, INC.

NFSMI - NATIONAL FOOD SERVICE MANAGEMENT INSTITUTE:

NHLA -- NATIONAL HARDWOOD LUMBER ASSOCIATION

NOFMA -- NATIONAL OAK FLOORING MANUFACTURERS ASSOCIATION

NPA -- NATIONAL PARTICLEBOARD ASSOCIATION

NPCA -- NATIONAL PAINT AND COATINGS ASSOCIATION

NRCA -- NATIONAL ROOFING CONTRACTORS ASSOCIATION

NSF -- NSF INTERNATIONAL (NATIONAL SANITATION FOUNDATION)

NTMA -- NATIONAL TERRAZZO AND MOSAIC ASSOCIATION, INC., THE

NTMA -- NATIONAL TILE AND MARBLE ASSOCIATION

NWFA -- NATIONAL WOOD FLOORING ASSOCIATION

NWWDA -- NATIONAL WOOD WINDOW AND DOOR ASSOCIATION (NAME CHANGED TO WDMA)

PCA -- PORTLAND CEMENT ASSOCIATION

PCI -- PRECAST/PRESTRESSED CONCRETE INSTITUTE

PDCA -- PAINTING AND DECORATING CONTRACTORS OF AMERICA

PDI -- PLUMBING AND DRAINAGE INSTITUTE

PPI -- PLASTICS PIPE INSTITUTE

PTI -- POST-TENSIONING INSTITUTE

RFCI -- RESILIENT FLOOR COVERING INSTITUTE

RTI - ROOF TILE INSTITUTE

SAE - SOCIETY OF AUTOMOTIVE ENGINEERS

SDI -- STEEL DECK INSTITUTE

SDI -- STEEL DOOR INSTITUTE

SEFA - SCIENTIFIC EQUIPMENT AND FURNITURE ASSOCIATION

SIGMA - SEALED INSULATING GLASS MANUFACTURERS ASSOCIATION (SEE IGMA)

SJI -- STEEL JOIST INSTITUTE

SMA -- SCREEN MANUFACTURERS ASSOCIATION

SMA -- STUCCO MANUFACTURERS ASSOCIATION, INC.

SMACNA -- SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, INC.

SPIB -- SOUTHERN PINE INSPECTION BUREAU, INC.

SPRI -- SINGLE PLY ROOFING INDUSTRY

SSPC -- THE SOCIETY FOR PROTECTIVE COATINGS

STI -- STEEL TANK INSTITUTE

SWI - STEEL WINDOW INSTITUTE

SWRI -- SEALANT, WATERPROOFING AND RESTORATION INSTITUTE

TCNA -- TILE COUNCIL OF NORTH AMERICA, INC.

TIA -- TELECOMMUNICATIONS INDUSTRY ASSOCIATION

TIMA -- TIMA

TPI -- TRUSS PLATE INSTITUTE

TPI - TURFGRASS PRODUCERS INTERNATIONAL

UL -- UNDERWRITERS LABORATORIES INC.

USGBC -- U. S. GREEN BUILDING COUNCIL

VSI - VINYL SIDING INSTITUTE, A DIVISION OF THE SOCIETY OF THE PLASTICS INDUSTRY, INC.

WASTEC -- WASTE EQUIPMENT TECHNOLOGY ASSOCIATION

WCMA -- WINDOW COVERING MANUFACTURERS ASSOCIATION

WDMA -- WINDOW AND DOOR MANUFACTURERS ASSOCIATION (FORMERLY NWWDA)

WI -- WOODWORK INSTITUTE

WMMPA -- WOOD MOULDING AND MILLWORK PRODUCERS ASSOCIATION

WWPA -- WESTERN WOOD PRODUCTS ASSOCIATION

PART 3 UNITED STATES GOVERNMENT AND RELATED AGENCIES DOCUMENTS

CFR -- CODE OF FEDERAL REGULATIONS

COE -- CORPS OF ENGINEERS, U.S. ARMY

CPSC - CONSUMER PRODUCTS SAFETY COMMISSION

DOS - UNITED STATES DEPARTMENT OF STATE

EPA - ENVIRONMENTAL PROTECTION AGENCY

FAA -- FEDERAL AVIATION ADMINISTRATION

FEMA - U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY

FHWA - FEDERAL HIGHWAY ADMINISTRATION

FS -- FEDERAL SPECIFICATIONS AND STANDARDS (GENERAL SERVICES ADMINISTRATION)

GSA - U.S. GENERAL SERVICES ADMINISTRATION

PS - PRODUCT STANDARDS

USDA - UNITED STATES DEPARTMENT OF AGRICULTURE

USGS - UNITED STATES GEOLOGICAL SURVEY

END OF SECTION

SECTION 01 45 33- CODE REQUIRED SPECIAL INSPECTIONS

PART 1 GENERAL

1.1 CODE REQUIRED SPECIAL INSPECTIONS

A. Code required New York State Special Inspections Schedule and additional information can be found on the structural drawings.

END OF SECTION

SECTION 01 50 00- TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary telecommunications services.

C. Temporary sanitary facilities.

D. Temporary Controls: Barriers, enclosures, and fencing.

E. Security requirements.

F. Vehicular access and parking.

G. Waste removal facilities and services.

H. Field Offices.

I. Snow Removal.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Assignment of temporary facilities and controls

1.03 TEMPORARY UTILITIES

A. Water Service: Use water from Owner's existing water system without metering and without payment of use charges; take precautions to conserve water.

B. The General Contractor shall provide water for dust control during construction and irrigation as required for new seeding and or landscaping either by metering or other means.

C. Electric Power Service: Use electric from Owner's existing system without metering and without payment of use charges; take precautions to conserve electricity. Power for welding shall be provided by each contractor.

1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach to areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
2. Provide warning signs at power outlets other than 110 to 120V.
3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage.
4. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
5. Provide metal conduit enclosures or boxes for wiring devices.
6. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide separate 125-V ac, 20-A circuit for each outlet.

1.04 TELECOMMUNICATIONS SERVICES

A. Contractor shall provide telecommunications services at time of project mobilization.

1.05 TEMPORARY SANITARY FACILITIES

A. Provide and maintain at least one (1) required facility and enclosure. Provide at time of project mobilization.

B. Maintain daily in clean and sanitary condition.

C. Remove at substantial completion.

1.06 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.07 EXTERIOR ENCLOSURE

A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.8 STAGING AREAS

A. The Contractor shall stage all materials. Remove and restore site upon completion.

1.9 SECURITY

A. Provide security and facilities to protect Work and Contractor's operations from unauthorized entry, vandalism, or theft.

1.10 FIELD OFFICES

A. At his own discretion Contractor shall provide field office and storage facility as required by the work and adequate for their own needs.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

1.12 SNOW REMOVAL

A. The General Contractor shall be responsible for the removal of snow for access to the work site and staging areas.

B. Provide repair at all areas damaged by snow removal efforts performed by site contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00- PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations and procedures.

F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Document 00 21 13 - Instructions to Bidders: Product options and substitution procedures prior to bid date.

B. Section 01 40 00 - Quality Requirements: Product quality monitoring.

1.03 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

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

B. Do not use products having any of the following characteristics:

2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Will provide the same warranty for the substitution as for the specified product.
   3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

D. Substitution Submittal Procedure:
   1. Submit request for substitution for consideration. Limit each request to one proposed substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
   3. Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

B. Transport and handle products in accordance with manufacturer's instructions.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Prevent contact with material that may cause corrosion, discoloration, or staining.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00- EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.

C. Pre-installation meetings.

D. Surveying for laying out the work.

E. Cleaning and protection.

F. Starting of systems and equipment.

G. Demonstration and instruction of Owner personnel.

H. Closeout procedures, except payment procedures.

I. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures.

C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.

D. Section 01 50 00 - Temporary Facilities and Controls

E. Section 01 71 00 - Safety Standards for School Construction

F. Section 01 73 10 - Cutting and Patching

G. Section 01 73 20 - Selective Demolition

H. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 SUBMITTALS

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

B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
   1. On request, submit documentation verifying accuracy of survey work.
   2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
   3. Submit surveys and survey logs for the project record.

C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.

1.04 QUALIFICATIONS

A. For survey work, employ a land surveyor registered in New York and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.05 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1.06 COORDINATION

A. See Section 011000 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

F. Utilize recognized engineering survey practices.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations.

H. Periodically verify layouts by same means.

I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

L. Comply with all other applicable requirements of this section.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

D. Verify that wiring and support components for equipment are complete and tested.

E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.9 DEMONSTRATION AND INSTRUCTION

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

3.10 ADJUSTING

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

3.11 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, and drainage systems.

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Notify Architect when work is considered ready for Substantial Completion.

C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.

D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.

E. Notify Architect when work is considered finally complete.

F. Complete items of work determined by Architect's final inspection.

3.13 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 78 00- CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.
      a. Indicate the actual product installation where installation varies from that indicated in Specifications, Addenda and contract modifications.
      b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
      c. Mark copy with the proprietary name and model number of product options selected.
      d. Record the name of the manufacturer, supplier, installer and other information necessary to provide a record of selections made.
      e. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead as Record Product Data.
      f. Note related Change Orders, Record Drawings and Product Data where applicable.

F. Record Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Indicate and include clarification sketches and references.
   3. Include all Change Order work and references.
   4. Details not on original Contract drawings.
   5. Number of Copies: Submit copies of Record Drawings as follows:
      a. Initial Submittal: Submit one set of marked-up Record Prints. Architect will initial and date each print and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return prints for organizing into sets, printing, binding, and final submittal.
      b. Final Submittal: Submit one set of marked-up Record Prints on black and white bond media and one compact disc containing approved Record Prints in PDF format in a clearly labeled protective case.
   6. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

a. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
b. Identification: As follows:
   1) Project name.
   2) Date.
   3) Designation "PROJECT RECORD DRAWINGS."
   4) Name of Architect.
   5) Name of Contractor.

7. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
   a. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
   b. Consult with Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
   2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.

3. Include performance curves, with engineering data and tests.
4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

E. Provide servicing and lubrication schedule, and list of lubricants required.

F. Include manufacturer's printed operation and maintenance instructions.

G. Include sequence of operation by controls manufacturer.

H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

I. Provide control diagrams by controls manufacturer as installed.

J. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

L. Include test and balancing reports.

M. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Product data, shop drawings, and other submittals.
      c. Operation and maintenance data.
      d. Field quality control data.
      e. Photocopies of warranties and bonds.

K. Number of Copies:
   1. Initial Submittal: Submit 1 copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
   2. Final Submittal: Correct or modify each manual to comply with Architect's comments. Submit 1 set of hard copy manuals and one electronic version in PDF format on CD in clearly labeled protective case within 15 days of receipt of Architect's comments.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 04 72 00
CAST STONE MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. ARCHITECTURAL CAST STONE.

B. UNITS REQUIRED ARE INDICATED ON THE DRAWINGS AS "SIMULATED STONE VENEER".

C. UNITS REQUIRED ARE:
   1. EXTERIOR WALL UNITS, INCLUDING WALL CAPS, SILLS, WATER TABLES, AND ELECTRICAL OUTLETS/HOUSE BIBS.

1.02 RELATED REQUIREMENTS

A. SECTION 07 92 00 - JOINT SEALANTS: SEALING JOINTS INDICATED TO BE LEFT OPEN FOR SEALANT.

1.03 REFERENCE STANDARDS

A. ACI 318 - BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY; 2011.

B. ASTM A123/A123M - STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS; 2015.

C. ASTM A615/A615M - STANDARD SPECIFICATION FOR DEFORMED AND PLAIN CARBON STEEL BARS FOR CONCRETE REINFORCEMENT; 2015.

D. ASTM A767/A767M - STANDARD SPECIFICATION FOR ZINC-COATED (GALVANIZED) STEEL BARS FOR CONCRETE REINFORCEMENT; 2009.

E. ASTM A1064/A1064M - STANDARD SPECIFICATION FOR CARBON-STEEL WIRE AND WELDED WIRE REINFORCEMENT, PLAIN AND DEFORMED, FOR CONCRETE; 2015.

F. ASTM C33/C33M - STANDARD SPECIFICATION FOR CONCRETE AGGREGATES; 2013.

G. ASTM C150/C150M - STANDARD SPECIFICATION FOR PORTLAND CEMENT; 2015.

H. ASTM C270 - STANDARD SPECIFICATION FOR MORTAR FOR UNIT MASONRY; 2014A.

I. ASTM C494/C494M - STANDARD SPECIFICATION FOR CHEMICAL ADMIXTURES FOR CONCRETE; 2013.

J. ASTM C642 - STANDARD TEST METHOD FOR DENSITY, ABSORPTION, AND VOIDS IN HARDENED CONCRETE; 2013.

K. ASTM C1364 - STANDARD SPECIFICATION FOR ARCHITECTURAL CAST STONE; 2010B.

1.04 SUBMITTALS

A. SEE SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.

B. VERIFICATION SAMPLES: PIECES OF ACTUAL CAST STONE COMPONENTS NOT LESS THAN 24 INCHES SQUARE, ILLUSTRATING RANGE OF COLOR AND TEXTURE TO BE ANTICIPATED IN COMPONENTS FURNISHED FOR THE PROJECT.

C. SOURCE QUALITY CONTROL TEST REPORTS.

D. MANUFACTURER'S QUALIFICATION DATA: DOCUMENTATION SHOWING COMPLIANCE WITH SPECIFIED REQUIREMENTS.

1.05 DELIVERY, STORAGE, AND HANDLING

A. DELIVER CAST STONE COMPONENTS SECURED TO SHIPPING PALLETS AND PROTECTED FROM DAMAGE AND DISCOLORATION. PROTECT CORNERS FROM DAMAGE.

B. STORE CAST STONE COMPONENTS AND INSTALLATION MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

C. STORE CAST STONE COMPONENTS ON PALLETS WITH NONSTAINING, WATERPROOF COVERS. VENTILATE UNDER COVERS TO PREVENT CONDENSATION. PREVENT CONTACT WITH DIRT.

D. PROTECT CAST STONE COMPONENTS DURING HANDLING AND INSTALLATION TO PREVENT CHIPPING, CRACKING, OR OTHER DAMAGE.

E. STORE MORTAR MATERIALS WHERE CONTAMINATION CAN BE AVOIDED.

F. SCHEDULE AND COORDINATE PRODUCTION AND DELIVERY OF CAST STONE COMPONENTS WITH UNIT MASONRY WORK TO OPTIMIZE ON-SITE INVENTORY AND TO AVOID DELAYING THE WORK.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ARCHITECTURAL CAST STONE:
   1. CULTURED STONE BY BORAL: PRO-FIT ALPINE LEDGESTONE, COLOR TO BE SELECTED FROM THE MANUFACTURER’S FULL RANGE.

2.02 ARCHITECTURAL CAST STONE

A. SHAPES: PROVIDE SHAPES INHERENT TO THE SPECIFIED PRODUCT.
   1. UNLESS OTHERWISE INDICATED ON DRAWINGS, PROVIDE:
      A. WASH OR SLOPE OF 1:12 ON EXTERIOR HORIZONTAL SURFACES.
      B. DRIPS ON PROJECTING COMPONENTS, WHEREVER POSSIBLE.
      C. RAISED FILLETS AT BACK OF SILLS AND AT ENDS TO BE BUILT IN.
   2. PROVIDE SPECIAL SHAPES TO ACCOMMODATE EXTERIOR HOSE BIBS, ELECTRICAL OUTLETS, INSTALLATION
      OF SURFACE-MOUNTED LIGHTING FIXTURES (I.E. SCONCES), OUTSIDE CORNERS, ETC., IN ORDER TO
      COMPLETE THE WORK.

2.03 MATERIALS

A. MORTAR MATERIALS AND OTHER SETTING MATERIALS, ETC., SHALL BE AS PER THE REQUIREMENTS AND RECOMMENDATIONS OF THE MANUFACTURER.

B. CLEANER: GENERAL-PURPOSE CLEANER DESIGNED FOR REMOVING MORTAR AND GROUT STAINS, EFFLORESCENCE, AND OTHER CONSTRUCTION STAINS FROM NEW MASONRY SURFACES WITHOUT DISCOLORING OR DAMAGING

MASONRY SURFACES; APPROVED FOR INTENDED USE BY CAST STONE MANUFACTURER AND BY CLEANER MANUFACTURER FOR USE ON CAST STONE AND ADJACENT MASONRY MATERIALS.

PART 3 EXECUTION

3.01 EXAMINATION

A. EXAMINE CONSTRUCTION TO RECEIVE CAST STONE COMPONENTS. NOTIFY ARCHITECT IF CONSTRUCTION IS NOT ACCEPTABLE.

B. DO NOT BEGIN INSTALLATION UNTIL UNACCEPTABLE CONDITIONS HAVE BEEN CORRECTED.

3.02 INSTALLATION

A. INSTALL AS PER MANUFACTURER’S REQUIREMENTS AND RECOMMENDATIONS.

B. REPAIRS: REPAIR CHIPS AND OTHER MINOR SURFACE DAMAGE NOTICEABLE WHEN VIEWED IN DIRECT DAYLIGHT AT 10 FEET.
   1. REPAIR WITH MATCHING TOUCHUP MATERIAL PROVIDED BY THE MANUFACTURER AND IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
   2. REPAIR METHODS AND RESULTS SUBJECT TO ARCHITECT 'S APPROVAL.
   3. ARCHITECT WILL REQUIRE REPLACEMENT OF DEFECTIVE CAST STONE, WHERE REPAIR IS DEEMED NOT MINOR.

3.03 CLEANING

A. KEEP CAST STONE COMPONENTS CLEAN AS WORK PROGRESSES.

3.04 PROTECTION

A. PROTECT COMPLETED WORK FROM DAMAGE.

B. CLEAN, REPAIR, OR RESTORE DAMAGED OR MORTAR-SPLASHED WORK TO CONDITION OF NEW WORK.

END OF SECTION

SECTION 06 16 00 – SHEATHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes roof sheathing and roof underlayment.

B. Self-adhering flexible flashing.

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

A. American Society of Mechanical Engineers (ASME): www.asme.org

1. ASME B18.6.1 – Wood Screws (Inch Series)

B. ASTM international (ASTM): www.astm.org

1. ASTM ASTM A153/A153M - Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM C1289 - Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
3. ASTM D779 - Test Method for Water Resistance of Paper, Paperboard, and Other Sheet Materials by the Dry Indicator Method
4. ASTM D1621 - Test Method for Compressive Properties Of Rigid Cellular Plastics
5. ASTM D2247 - Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
6. ASTM E96/E 96M - Test Methods for Water Vapor Transmission of Materials
7. ASTM E331 - Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
8. ASTM E2357 - Test Method for Determining Air Leakage of Air Barrier Assemblies
9. ASTM F1667 - Specification for Driven Fasteners: Nails, Spikes, and Staples
10. ASTM G154 - Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

C. US Department of Commerce (DOC):

1. DOC PS 2 – Performance Standard for Wood-Based Structural Panels

D. International Code Council (ICC): www.iccsafe.org

1. ICC IBC – International Building Code

2. ICC IRC – International Residential Code for One and Two-Family Dwellings

E. ICC Evaluation Service, Inc. (ICC-ES): www.icc-es.org

1. ICC-ES AC12 - Acceptance Criteria For Foam Plastic Insulation
2. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers
3. ICC-ES AC116 - Acceptance Criteria for Nails and Spikes
4. ICC-ES AC148 - Acceptance Criteria For Flexible Flashing Materials

5. ICC-ES AC201 - Acceptance Criteria for Staples
6. ICC-ES AC269 - Acceptance Criteria for Racking Shear Evaluation of Proprietary Sheathing Materials attached to Light-Frame Wall Construction or Code-Complying Sheathing Attached to Light-Framed Walls with Proprietary Fasteners
7. ICC-ES AC310 - Acceptance Criteria for Water-Resistive Membranes Factory-bonded to Wood-based Structural Sheathing, Used as Water-Resistive Barriers
8. ICC-ES ESR-1539 - Power Driven Staples and Nails for Use in Engineered and Non-Engineered Connections
9. ICC-ES NER-272 - Power Driven Staples and Nails for Use in All Types of Building Construction

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with installation of associated and adjacent components.

1.05 SUBMITTALS

A. See Section 01300 - Administrative Requirements for submittal procedures.

B. Product Data: For each type of sheathing product specified.

C. Evaluation Reports: From ICC-ES, for wood sheathing and seam tape.

D. Product Certifications: From manufacturer, indicating that sheathing products comply with ICC-ES AC269 and ICC-ES AC310.

E. Certified Wood Certificates: Certificates indicating that manufacturer is currently certified by an SFI- or FSC- accredited certification body, and chain-of-custody certificates indicating that sheathing products comply with forest certification requirements.

F. Warranty: Executed copy of manufacturer special warranties.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide wood products from manufacturer certified by SFI, FSC, or comparable sustainable forestry program acceptable to Architect.

B. Provide wall sheathing products meeting requirements for water-resistive barrier in accordance with ICC-ES AC310.

C. Provide wall sheathing products meeting requirements of ICC-ES AC269.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's written instructions for protection of sheathing products from weather prior to installation.

1.08 WARRANTY

A. Special Manufacturer's Warranty: Manufacturer's standard form in which sheathing manufacturer agrees to repair or replace sheathing products that demonstrate deterioration or failure under normal use due to manufacturing defects within warranty period specified, when installed according to manufacturer's instructions.

1. System warranty Period for Sheathing Products: 30 years following date of Substantial Completion.
2. Warranty Conditions: Special warranties exclude deterioration or failure due to structural movement resulting in stresses on sheathing products exceeding manufacturer's written specifications, or due to air or moisture infiltration resulting from cladding failure or mechanical damage.

PART 2 PRODUCTS

2.01 MANUFACTURER

A. Basis-of-Design Product: Provide sheathing products manufactured by Huber Engineered Woods LLC, Charlotte NC; Phone: (800) 933-9220; Website: www.zipsystem.com.

B. Substitutions permitted.

2.02 PERFORMANCE REQUIREMENTS

A. Air-Barrier Assembly Air Leakage: Less than 0.04 cfm/sq. ft. at 1.57 lbf/sq. ft. (0.2 L/s x sq. m at 75 Pa), per ASTM E2375.

B. Water-Vapor Permeance, Facer: Minimum 12 perms (689 ng/Pa x s x sq. m), ASTM E96/E96M.

C. Weather Exposure: Manufacturer warranty applies for maximum allowable exposure period of 180 days.

2.03 MATERIALS

A. Certified Wood: Provide sheathing produced from wood obtained from forests certified by an accredited certification body.

B. Oriented Strand Board: DOC PS 2-10, made with binder containing no added urea formaldehyde.

2.04 COMBINATION ROOF SHEATHING AND ROOF UNDERLAYMENT

A. Oriented-Strand Board Roof and Wall Sheathing: Oriented-strand-board Exposure 1, Structural 1 sheathing, with factory-laminated water-resistive barrier exterior facer.

1. Basis-of-Design Product: Provide Huber Engineered Woods LLC; ZIP System Roof and Wall Sheathing.
2. Span Rating and Performance Category of Sheathing Layer: Not less than 32/16 Structural 1; 1/2 Performance Category (Or 40/20 Structural 1; 5/8 Performance Category).
3. Edge Profile: Tongue and groove (Or Square edge or Self-Spacing)
4. Provide fastening guide on top panel surface with pre-spaced fastening symbols for 16 inches and 24 inch on center spacings.
5. Performance Standard: DOC PS2-10 and ICC-ES ESR-1474.
6. Exterior Facer: Medium-density, phenolic-impregnated polymer-modified sheet material meeting requirements for ASTM D779 Grade D weather-resistive barrier in accordance

with ICC AC38 and AC310, with fastener spacing symbols on exterior facer for 16-inch (406 mm) and 24-inch (610 mm) on center spacing, with the following characteristics:

a. Water Resistance of Coatings, ASTM D2247: Pass 14 day exposure test.
b. Moisture Vapor Transmission, ASTM E96: Not less than 12 perms.
c. Water Penetration, ASTM E331: Pass at 2.86 lbf/sq. ft. (137 Pa).
d. Wind Driven Rain, TAS-100: Pass.
e. Accelerated Weathering, ASTM G154: Pass.

7. Exposure Time: Resist weather exposure for 180 days.

2.05 FASTENERS

A. Fasteners, General: Size and type complying with manufacturer's written instructions for Project conditions and requirements of authorities having jurisdiction.

1. Corrosion Resistance: Hot-dip zinc coating, ASTM A153/A 153M or Type 304 stainless steel.

B. Nails, Brads, and Staples: ICC AC116 and ICC AC201.

C. Power-Driven Fasteners: ICC-ES-1539 or NER-272.

D. Wood Screws: ASME B18.6.1.

2.06 ACCESSORIES / SHEATHING JOINT-AND PENETRATION TREATMENT MATERIAL

A. Self-Adhering Seam and Flashing Tape: Pressure-sensitive, self-adhering, cold-applied, seam tape consisting of polyolefin film with acrylic adhesive, meeting ICC AC148.

1. Basis-of-Design Product: Provide Huber Engineered Woods; ZIP System Tape.
2. Thickness: 0.012 inch (0.3 mm).
3. Width: 3.75 inch
4. Code Compliance: Comply with requirements of authorities having jurisdiction and ICC Evaluation Service, Inc. "AC148 - Acceptance Criteria for Flexible Flashing Materials."

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine framing spacing and alignment to determine if work is ready to receive sheathing. Proceed with sheathing work once conditions meet requirements.

3.02 INSTALLATION

A. Install sheathing panels in accordance with manufacturer's written instructions, requirements of applicable Evaluation Reports, and requirements of authorities having jurisdiction.

B. Air and Moisture Barrier: Coordinate sheathing installation with flashing and joint sealant installation and with adjacent building air and moisture barrier components to provide complete, continuous air- and moisture- barrier.

C. Do not bridge expansion joints; allow joint spacing equal to spacing of structural supports.

D. Install panels with laminated facer to exterior. Stagger end joints of adjacent panel runs.

E. Attach sheathing panels securely to substrate with manufacturer-approved fasteners in compliance with the following:

1. ICC-ES ESR-1539 or ICC-NES NER-272 for power-driven fasteners.
2. IBC: Table 2304.9.1 Fastening Schedule.
3. IRC: Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments."

F. Apply seam tape at all panel seams, penetrations, and facer defects or cracks to form continuous weathertight surface. Apply tape according to manufacturer's written instructions and requirements of ICC-ES applicable to tape application.

G. Utilize manufacture’s tape gun or hard rubber roller provided by manufacturer to ensure tape is completely adhered to substrates.

H. Flexible Flashing: Apply manufacture’s flexible flashing where indicated to comply with manufacturer's written instructions.
1. After flashing has been applied, roll surfaces with a hard rubber to ensure that flashing is completely adhered to substrates.
2. Width of Flexible Flashing: 6 inch.

END OF SECTION

SECTION 06 20 00 – FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Finish carpentry items.

B. Wood casings and moldings.

1.02 RELATED REQUIREMENTS

A. Section 06100 - Rough Carpentry: Support framing, grounds, and concealed blocking.

1.03 REFERENCE STANDARDS

A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2009.

B. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with installation of associated and adjacent components.

1.05 SUBMITTALS

A. See Section 01300 - Administrative Requirements for submittal procedures.

B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
   1. Provide the information required by AWI/AWMAC/WI Architectural Woodwork Standards.

1.06 QUALITY ASSURANCE

A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Protect work from moisture damage.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Premium Grade.

B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.

C. Interior Woodwork Items:
   1. Pine; painted.
   2. Colonial style baseboard and opening trim.

2.02 WOOD-BASED COMPONENTS

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

2.03 LUMBER MATERIALS

A. Softwood Lumber: Pine species, plain sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for painted finish.

2.04 PLASTIC LAMINATE MATERIALS

A. Plastic Laminate: NEMA LD 3, HGS; color and finish as selected by architect manufactured by Wilsonart.

B. Laminate Adhesive: Type recommended by laminate manufacturer to suit application; not containing formaldehyde or other volatile organic compounds.

2.05 FASTENINGS

A. Fasteners: Of size and type to suit application. Fill all nail holes with color matching filler and sand smooth.

2.06 ACCESSORIES

A. Lumber for Shimming and Blocking: Softwood lumber of any species.

2.08 FABRICATION

A. Shop assemble work for delivery to site, permitting passage through building openings.

B. Cap exposed plastic laminate finish edges with material of same finish and pattern.

C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

D. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify adequacy of backing and support framing.

3.02 INSTALLATION

A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.

B. Set and secure materials and components in place, plumb and level.

C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 FINISHING OF INTERIOR ARCHITECTURAL WOODWORK

A. General: The entire finish of interior architectural woodwork is work of this section, regardless of whether factory-applied or applied after installation. Refer to Section 09900 for products only.

B. Preparations for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing of concealed surfaces and similar preparations for finishing of architectural woodwork, as applicable to each unit of work.

C. Transparent Finish: Comply with requirements indicated below for grade, finish system, staining, effect and sheen, and as follows:
   1. Grade: Custom
   2. Finish: Customized AWI Finish System
   3. Sheen/Stain: High/Middle School Library and adjoining rooms: Stain/sheen color as select by Architect. All other areas: Stain/sheen to match existing adjacent material.

D. Finishing Procedure for Transparent Work
   1. Staining: Apply two coats of stain as selected. Stain shall be modified as per manufacturer's instructions to retard drying time.
      a. After application to wood surfaces, wipe stain down and allow to dry to the touch.
      b. Match control samples for color.
   2. Polyurethane Finish: Apply three coats of clear, non-yellowing, polyurethane finish. Sheen shall match sample.
      a. Apply first coat of polyurethane (thinned) and allow to dry (6 to 8 hours minimum).
      b. Sand lightly after first coat has cured. Clean surfaces after sanding with tack cloth.
      c. Apply second coat of clear polyurethane, and allow to dry (6 to 8 hours minimum).
      d. Sand lightly after second coat has cured. Clean surfaces with tack cloth.
      e. Apply third and final coat of specified polyurethane, and allow to dry overnight (not less than 24 hours). Do not handle material until curing of finish is complete.

3.03 TOLERANCES

A. Maximum Variation from True Position: 1/16 inch.

B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 06 60 00 – CELLULAR PVC FABRICATIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

A. Section Includes Furnishing and Installing Cellular PVC trim boards for corner boards, fascias, battens, frieze boards, rake boards, architectural millwork and door / window trim.

1.03 RELATED SECTIONS:

A. Section 061000 - Rough Carpentry

B. Section 079200 - Joint Sealers

1.04 QUALITY ASSURANCE

A. Regulatory Requirements: check with Local Building Code for installation requirements.

B. Allowable Tolerances:
   1. Variation in component length: -0.00 / + 1.00”
   2. Variation in component width: ± 1/16”
   3. Variation in component thickness: ± 1/16”
   4. Variation in component edge cut: ± 2º
   5. Variation in Density: -0% + 10%

C. Workmanship, Finish, and Appearance:
   1. Free foam cellular PVC that is homogenous and free of voids, holes, cracks, and foreign inclusions and other defects. Edges must be square, and top and bottom surfaces shall be flat with no convex or concave deviation.
   2. Uniform surface free from cupping, warping, and twisting.

1.05 DELIVERY, STORAGE AND HANDLING

A. Trim materials should be stored on a flat and level surface on a full shipping pallet. Handle materials to prevent damage to product edges and corners. Store materials under a protective covering to prevent jobsite dirt and residue from collecting on the boards.

1.06 WARRANTY

A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

B. Provide manufacturer’s 25 year warranty against defects in manufacturing that cause the products to rot, corrode, delaminate, or excessively swell from moisture.

1.07 REFERENCES

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. ASTM D256 - Determining the Pendulum Impact Resistance of Plastics.

C. ASTM D570 - Water Absorption of Plastics.

D. ASTM D635 - Rate of Burning and/or Extent of Time of Burning of Plastics in a Horizontal Po-

sition.

E. ASTM D638 - Tensile Properties of Plastics.

F. ASTM D648 - Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.

G. ASTM D696 - Coefficient of Linear Thermal Expansion of Plastics Between - 30 degrees C and 30 degrees C with a vitreous Silica Dilatometer.

H. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

I. ASTM D792 - Density and Specific Gravity of Plastics by Displacement.

J. ASTM D1761 - Mechanical Fasteners in Wood.

K. ASTM D2863 - Limited Oxygen Index.

L. ASTM D5420 - Impact Resistance of Flat, Rigid Plastic Specimen by means of a Striker Impacted by a Falling Weight.

1.08 SUBMITTALS

A. See Section 01300 - Administrative Requirements, for submittal procedures.

B. Product Data: Manufacturer's published data for products required on this project.

C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, accessories, to a minimum scale of 1-1/2 inch to 1 ft (1:8).

D. Test Data: Test reports for specific PVC trim to be furnished, showing compliance with all specified requirements.
   1. Include testing agency qualifications.

E. Samples: Submit two samples of PVC trim 6 inches long.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design products: AZEK® Building Products, Inc.

B. Other acceptable manufacturers: Subject to compliance with requirements, products by one of the following may be submitted for review:
   1. Fypon, Ltd.
   2. Substitutions: See Section 01600 - Product Requirements.

2.02 MATERIALS

A. Material: Free foam cellular PVC material with a small-cell microstructure and density of .55 grams/cm3.

B. Performance and physical characteristic requirements:
   1. Density: 0.55 g/cm3, ASTM D 792
   2. Water Absorption: 0.15%, ASTM D 570
   3. Tensile Strength: 2256 psi, ASTM D 638
   4. Tensile Modulus: 144,000 psi, ASTM D 638
   5. Flexural Strength: 3329 psi 3329, ASTM D 790

6. Flexural Modulus: 144,219 psi, ASTM D 790
7. Nail Hold: 35 ibf/in of penetration, ASTM D 1761
8. Screw Hold: 680 ibf/in of penetration, ASTM D 1761
9. Staple hold: 180 ibf/in of penetration, ASTM D 1761
10. Gardner Impact: 103 in-lbs, ASTM D 5420
11. Charpy Impact (@23º C): 4.5 ft-lbs, ASTMD 256
12. Coefficient of Linear Expansion: 3.2 x 10-5 in/in/ºF, ASTM D 696
13. Burning Rate: No burn when flame removed, ASTM D 635
14. Flame Spread Index: 25 or less, ASTM E 84
15. Heat Deflection Temp 264 psi: 150 ºF, ASTM D 648

2.03 ACCESSORIES

A. Fasteners:
   1. Use fasteners designed for wood trim and wood siding (thinner shank, blunt point, full round head).
      a. Use a highly durable fastener such as stainless steel or hot-dipped galvanized.
      b. Staples, small brads and wire nails must not be used as fastening members.
      c. The fasteners should be long enough to penetrate the solid wood substrate a minimum of 1-1/2".
      d. Use 2 fasteners per every framing member for trimboard applications. Trimboards 12" or wider, as well as sheets, will require additional fasteners.
      e. Fasteners must be installed no more than 2" from the end of the board.
      f. PVC trim should be fastened into a flat, solid substrate. Fastening PVC trim into hollow or uneven areas must be avoided.
      g. Pre-drilling is typically not required unless a large fastener is used or product is installed in low temperatures.
      h. 3/8" and ½" sheet product is not intended to be ripped into trim pieces. These profiles must be glued to a substrate and mechanically fastened.

B. Adhesives:
   1. Glue all PVC trim to PVC trim joints such as window surrounds, long fascia runs, etc. with recommended adhesive, a cellular PVC cement, to prevent joint separation.
      a. The glue joint should be secured with a fastener and / or fastened on each side of the joint to allow adequate bonding time.
      b. Surfaces to be glued should be smooth, clean and in complete contact with each other.
      c. To bond PVC trim to other substrates, various adhesives may be used. Consult adhesive manufacturer to determine suitability.

C. Sealants:
   1. Use urethane, polyurethane based sealants without silicone.

PART 3 EXECUTION

3.01 EXAMINATION

A. Site Verification of Conditions:
   1. Prior to start of installation, inspect all preceding work to ensure that there are no conditions, which will cause an unsatisfactory installation of work.
   2. Notify Architect and Construction Manager in writing of any unacceptable conditions.
   3. Do not install any work until unsatisfactory conditions are corrected and acceptable for proper installation of work.
   4. Correct any unacceptable work which was installed over unsatisfactory conditions at no

cost to Owner.

3.02 PREPARATION

A. Protection: Protect surrounding and adjacent work to prevent damage to preceding work during execution of this work.

B. Surface Preparation: Perform all preparation necessary for a successful installation of products as specified in installation instructions.

3.03 INSTALLATION

A. Obtain manufacturer's instructions for successful installation of work to be preformed. Become knowledgeable on material handling and installation recommendations. Carefully follow printed instructions.

B. Ensure full compliance with manufacturer's instructions in all aspects of tasks required by this work, including: cutting, drilling, milling, routing, edge finishing and nail location.

C. Coordinate work installing products with other contractors and provide proper accommodation for following work by other trades.

D. Install sealant in accordance with manufacturer's. installation recommendations. Use only sealant products, which are approved for use with manufacturer's materials.

E. Install adhesives at PVC to PVC joints for fastening in accordance with manufacturer's recommendations for proper installation of products. Use only adhesives approved for use with manufacturer's materials.

F. Provide (2) coats of finish paint on Cellular PVC Foam Trim products. Type of paint as recommended by manufacturer.

G. Thermal Expansion and Contraction
   1. Properly fastening material along its entire length will minimize expansion and contraction.
   2. When properly fastened, allow for 1/8" per 18 foot of product for expansion and contraction.
      a. Joints between pieces should be glued to eliminate joint separation. When gaps are glued on a long run, allow expansion and contraction at ends of the run.

3.04 TOLERANCES

A. Variation in component length: -0.00 / + 1.00"

B. Variation in component width: ± 1/16"

C. Variation in component thickness: ± 1/16"

D. Variation in component edge cut: ± 2º

E. Variation in Density: -0% + 10%

3.05 Workmanship, Finish, and Appearance:

A. Free foam cellular PVC that is homogenous and free of voids, holes, cracks, and foreign inclusions and other defects. Edges must be square, and top and bottom surfaces shall be flat with no convex or concave deviation.

B. Uniform surface free from cupping, warping, and twisting.

3.06 PROTECTION

A. Install temporary protective materials necessary to prevent significant damage to materials installed in this work. Remove protection when required to permit project completion.

END OF SECTION

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Foam-plastic board insulation (below slabs-on-grade and interior wall application).

2. Glass-fiber blanket insulation

3. Below Slab Vapor Retarders

B. Related Sections include the following:

1. Division 09 Section "Gypsum Board" for sound attenuation blankets.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: Full-size units for each type of exposed insulation indicated.

C. Manufacturer's details for installation of air infiltration barriers.

1.3 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84 for surface-burning characteristics, by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2.2 FOAM-PLASTIC BOARD INSULATION

A. Extruded-Polystyrene Board Insulation for Use Other Than at Radiant Slab: ASTM C 578, Type IV, 1.60 lb/cu. ft. (26 kg/cu. m), with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively.

B. Basis-of-Design Product: Provide Insulgrade XIV– Below – Grade & Under Slab Insulation as manufactured by Insulfoam or comparable product by one of the following:

1. Owns Corning

2. CertainTeed Corporation.

3. DOW Chemical

C. Minimum 2" board thickness (R-10 minimum) to 24" below grade or as indicated on the drawings.

D. Compressive Strength: 30 psi.

E. Basis-of-Design Product: Provide Styrofoam SM as manufactured by Dow Chemical Company or comparable product, for cavity wall insulation.

F. Thickness and R-Value as noted on the contract drawings.

G. Compressive Strength: 30 psi.

2.3 GLASS-FIBER BLANKET INSULATION

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. CertainTeed Corporation

2. Dow Chemical Company

3. Johns Manville

4. Owens Corning

B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.

C. Kraft-Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type II (non-reflective faced), Class C (faced surface not rated for flame propagation); Category 1 (membrane is a vapor barrier).

2.4 SOUND ATTENUATION BATT INSULATION

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. CertainTeed Corporation

2. Dow Chemical Company

3. Johns Manville

4. Owens Corning

2.5 VAPOR RETARDERS

A. Below slab vapor retarder: Refer to Structural Drawings for "Cast-in-Place Concrete."

B. Reinforced-Polyethylene Vapor Retarders: 2 outer layers of polyethylene film laminated to an inner reinforcing layer consisting of either nylon cord or polyester scrim and weighing not less than 25 lb/1000 sq. ft. (12 kg/100 sq. m), with maximum permeance rating of 0.0507 perm (2.9 ng/Pa x s x sq. m).

1. Available Products:

a. Raven Industries Inc.; DURA-SKRIM 6WW.

b. Reef Industries, Inc.; Griffolyn T-65.

C. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.6 AUXILIARY INSULATING MATERIALS

A. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates indicated without damaging insulation and substrates.

2.7 INSULATION FASTENERS

A. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates indicated without damaging insulation, fasteners, and substrates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.2 INSTALLATION OF PERIMETER AND UNDER-SLAB INSULATION

A. On vertical surfaces, set insulation units in adhesive applied according to manufacturer's written instructions. Use adhesive recommended by insulation manufacturer.

1. If not otherwise indicated, extend insulation a minimum of 48 inches below exterior grade line.

B. On horizontal surfaces, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.

1. If not otherwise indicated, extend insulation a minimum of 36 inches in from exterior walls.

3.3 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

B. Glass-Fiber Blanket Insulation: Install in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.

2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.

4. Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.

3.4 INSTALLATION OF INSULATION FOR CONCRETE SUBSTRATES

A. Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors as follows:

1. Fasten insulation anchors to concrete substrates with insulation anchor adhesive according to anchor manufacturer's written instructions. Space anchors according to insulation manufacturer's written instructions for insulation type, thickness, and application indicated.

2. Apply insulation standoffs to each spindle to create cavity width indicated between concrete substrate and insulation.

3. After adhesive has dried, install board insulation by pressing insulation into position over spindles and securing it tightly in place with insulation-retaining washers, taking care not to compress insulation below indicated thickness.

4. Where insulation will not be covered by other building materials, apply capped washers to tips of spindles.

3.5 INSTALLATION OF VAPOR RETARDERS

A. Place vapor retarders on side of construction indicated on Drawings. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives or other anchorage system as indicated. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.

B. Seal vertical joints in vapor retarders over framing by lapping no fewer than two studs.

1. Fasten vapor retarders to wood framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16 inches o.c.

2. Before installing vapor retarders, apply urethane sealant to flanges of metal framing including runner tracks, metal studs, and framing around door and window openings. Seal overlapping joints in vapor retarders with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Seal butt joints with vapor-retarder tape. Locate all joints over framing members or other solid substrates.

3. Firmly attach vapor retarders to metal framing and solid substrates with vapor-retarder fasteners as recommended by vapor-retarder manufacturer.

C. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.

D. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.

END OF SECTION

SECTION 073113 - ASPHALT SHINGLES AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fiberglass-based asphalt shingles.

B. Hip and ridge shingles.

C. Starter shingles.

D. Self-adhering ice and water barrier.

E. Shingle underlayment.

F. Attic ventilation.

G. Fasteners.

H. Associated metal flashings and trim.

1.02 RELATED REQUIREMENTS

A. Section 061000 – Rough Carpentry

1.03 REFERENCE STANDARDS

A. ASTM International (ASTM)

1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
3. ASTM B370 – Standard Specification for Copper Sheet and Strip for Building Construction.
4. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
5. ASTM D228 - Standard Test Method for Sampling, Testing, and Analysis of Asphalt Roll Roofing, Cap Sheets, and Shingles Used in Roofing and Waterproofing.
6. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
7. ASTM D3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
8. ASTM D3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
9. ASTM D3462 - Standard Specification for Asphalt Shingles Made from Glass felt and Surfaced with Mineral Granules.
10. ASTM D4869 - Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing.
11. ASTM D6381 - Standard Test Method for Measurement of Asphalt Shingle Mechanical Uplift Resistance.
12. ASTM D6757 – Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
13. ASTM D7158 - Standard Test Method for Wind Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
14. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings.

15. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

B. International Code Council (ICC):
   1. International Residential Code (IRC).
   2. International Building Code (IBC).
   3. ICC-ES Evaluation Reports.
   4. ICC-ES Acceptance Criteria.

C. Underwriters Laboratories (UL):
   1. UL 790 - Standard Test Methods for Fire Test of Roof Coverings.
   2. UL 997 – Wind Resistance of Prepared Roof Covering Materials.
   3. UL 2218 - Impact Resistance of Prepared Roof Covering Materials.
   4. UL 2390 - Test Method for Wind Resistant Asphalt Shingles with Sealed Tabs.

1.04 SUBMITTALS

A. See Section 01300 - Administrative Requirements, for submittal procedures.

B. Product Data: Manufacturer's data sheets and detail drawings for each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Product literature.
   4. Installation methods.

C. Selection Samples: Two complete sets of samples, representing manufacturer's full range of available products and colors.

D. Verification Samples: For each product and finish specified, two samples representing actual products and colors.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.

B. Installer Qualifications: Installer shall follow manufacturer’s published installation instructions.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to site in manufacturer’s unopened bundles with labels intact and legible.

B. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.

C. Handle and store materials on site to prevent damage. Store products in a covered, ventilated area, at temperature not more than 110 degrees Fahrenheit (43 degrees Celsius); do not store near steam pipes, radiators, or in direct sunlight.

D. Store bundles on a flat surface. Do not stack product more than 2 pallets high. If stacking 2 pallets high, use separator boards to protect the shingles below. Store all rolls on end.

E. Do not install underlayment or shingles on wet surfaces.

F. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

G. For rooftop loading, lay shingle bundles flat. Do not bend over the ridge.

1.08 FIELD CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install systems under environmental conditions outside manufacturer's recommended limits. 1. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.

1.09 WARRANTY

A. Manufacturer's Warranty: Provide to the Owner manufacturer's standard prorated warranty coverage for materials in the event of a material defect, including up to 10 years. Refer to actual warranty for complete details, limitations and requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturers:

1. Ownes Corning Roofing and Asphalt, LLC
2. Tamko Building Products, LLC
3. IKO Industries, Inc.
4. Substitutions Accepted

2.02 SHINGLES

A. Asphalt Shingles: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D228, ASTM E108/UL 790; Class A fire resistance.
   1. Wind Resistance: Class F, when tested in accordance with ASTM D3161.
   2. Warranted Wind Speed: 90 mph.
   3. Algae Resistant.
   4. Self-sealing type.
   5. Style: To be selected by Architect.
   6. Color: As selected from manufacturer's full range.

2.03 STARTER SHINGLES

A. Starter Strip Shingle: Nail applied starter course meting ASTM D3161, Class F.

2.04 SELF-ADHERING ICE AND WATER BARRIER

A. Cross laminated poly surface with skid resistant traction surface, self-adhering, self-sealing, bituminous ice and water barrier.
B. Roll Width: 36 in (914 mm).
C. Selvage: 3 in (76 mm).
D. Standards/Qualifications: ASTM D1970, ASTM E108/UL 790 (Class A Fire Resistance), CCMC 13403-R, and ICC-ESR 1783.

2.05 SHINGLE UNDERLAYMENT

A. Fiberglass Reinforced Felt Underlayment: Wrinkle resistant, water resistant, breather type cellulose/glass fiber composite roofing underlayment.

B. Standards/Qualifications: ASTM D226 (Type II), ASTM D4869 (Type IV), ASTM D6757

2.06 ATTIC VENTILATION

A. Ridge Vent: Shingle-over, polypropylene ride vent designed to work with eave/soffit intake ventilation to maximize the flow of air through the roof and attic structure.

1. Install ridge vent the full extent of the ridge length.

B. Provide 20 square inches NFVA per lineal foot.

C. Standards/Qualifications: ICC-ESR 3007, Passes Wind-Driven Rain with 8-4/5 in (224 mm) of rain at 110 mph (177 km/h)

2.07 ACCESSORIES

A. Nails: Standard round wire shingle type, of hot-dipped zinc coated steel, 12 gage, 0808 inch shank diameter, 3/8 inch head diameter, of sufficient length to penetrate through roof sheathing or 3/4 inch into roof sheathing or decking complying with ASTM F1667.

B. Plastic Cement: ASTM D4586, asphalt roof cement.

C. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.

2.08 METAL FLASHINGS

A. Metal Flashings: Provide sheet metal eave edge, gable edge, ridge, open valley flashing, and other flashing indicated.
   1. Form flashings to protect roofing materials from physical damage and shed water.
   2. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
   3. Hem exposed edges of flashings minimum 1/4 inch on underside.
   4. Coat concealed surfaces of flashings with bituminous paint.

B. Sheet Metal: Prefinished aluminum, 0.032 inch thick; PVC coating, color as selected.

C. Bituminous Paint: Acid and alkali resistant type; black color.

PART 3 EXECUTION

3.01 EXAMINATION

A. Prior to starting work, examine all roof decks on which work is to be applied for defects in materials and workmanship which may be detrimental to the proper installation or long-term performance of the shingles.

B. Underlayment and shingles installed directly over roof insulation or similar type decks is not approved.

1. Roof deck must be dry, minimum 25/32 in (19.8 mm) thick, minimum 6 in (152 mm) wide boards with maximum 1/4 in (6.4 mm) spaces, or APA rated sheathing (exposure 1): minimum 3/8 in (9.5 mm) plywood, minimum 7/16 in (11.1 mm) oriented strand board. Consult your manufacturer for other approved constructions.

2. Ventilation under the roof deck must meet local code requirements.

C. Do not begin installation until the roof deck has been properly prepared.

D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding. Commencement of installation constitutes acceptance of conditions.

3.02 PREPARATION

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

B. Verify installed roof deck is acceptable to receive shingles. Acceptable roof decks include the following:
1. Lumber sheathing: 6 in (152 mm) minimum width, 25/32 in (19.8 mm) minimum thickness.
2. Plywood sheathing: 3/8 in (9.5 mm) minimum thickness Exposure 1 grade plywood sheathing as recommended by APA and in compliance with applicable Codes.
3. OSB panels: 7/16 in (11.1 mm) minimum thickness non-veneer structural panels as recommended by APA and in compliance with applicable Codes.
4. Spacing between boards or panels shall not exceed 1/4 in (6.4 mm) between roof boards or between plywood or OSB sheathing panels.

C. Verify that the deck is dry, structurally sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with minimum 28 gauge; 0.0187 in (0.475 mm) galvanized steel, 0.0156 in (0.396 mm) stainless steel, or 0.0126 in (0.320 mm) aluminum sheet metal all holes 1 in (25 mm) or less in diameter, cracks over 1/2 in (13 mm) in width, loose knots and excessively resinous areas. Decking or deck boards with holes greater than 1 in (25 mm) in diameter shall be replaced.

D. Broom clean deck surfaces before installing underlayment or eave protection.

E. Install eave edge and gable edge flashings tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 12 inches on center.

3.03 INSTALLATION - EAVE PROTECTION MEMBRANE

A. Install eave protection membrane from eave edge to minimum 2 ft up-slope beyond interior face of exterior wall.

B. Install eave protection membrane in accordance with manufacturer's instructions.

3.04 INSTALLATION - UNDERLAYMENT

A. Install in accordance with manufacturer's instructions.
1. Install using methods recommended by shingle manufacturer and in accordance with local building codes. When local codes and application instructions are in conflict, the local code requirements shall take precedence.
2. Install self-adhering ice and water barrier from the eaves edge of roof up the slope a full 36 in (914 mm) but not less than 24 in (610 mm) beyond the interior edge of the exterior wall. Lap ends 6 in (152 mm) on roof decks sloped 5:12 and greater. On roofs with pitch from 2:12 up to 4:12, see application instructions printed on each package.

B. Drip Edge
1. Drip edge shall be installed on all roof edges.
2. Install drip edge on eaves first with underlayment installed over the drip edge.
3. Install drip edge on rakes after underlayment is installed, with the drip edge fastened over the underlayment.
4. Joints in drip edge shall be lapped minimum 2 in (51 mm) with the upslope piece lapped over the down slope piece.
5. Install fastener 8 in to 10 in (203 mm to 254 m) on center, approximately 1-3/4 in (44 mm) from the outside edge of the drip edge.

C. Valley Protection
1. Install self-adhering ice and water barrier at least 36 in (914 mm) wide and centered on the valley. Lap ends 6 in (152 mm) and seal.
2. Where valleys are indicated to be "open valleys", install metal flashing over self-adhering ice and water barrier before roof deck underlayment is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18 in (457 mm) on center just beyond edge of flashing so that nail heads hold down the edge, or use valley metal with a formed edge and secure with clips.

D. Roof Deck
1. On roofs with pitch greater than 4:12, lap horizontal edges at least 2 inches (51 mm) and at least 2 inches (51 mm) over self-adhering ice and water barrier. Lap ends at least 4 inches (102 m). End laps in succeeding course should be located at least 6 ft (1.8 m) from end laps in the preceding course.
2. On roofs with pitch between 2:12 to less than 4:12, see application instructions printed on each shingle wrapper, or follow local code requirements.
3. Lap underlayment over valley protection at least 6 inches (152 mm).

E. Penetrations
1. Vent pipes: Install a 24 in (610 mm) square piece of self-adhering ice and water barrier lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install self-adhering ice and water barrier extending at least 3 in to 4 in (76 mm to 102 mm) up the wall and 12 in (305 mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Chimneys: Install self-adhering ice and water barrier around entire chimney extending at least 6 in (152 mm) up the wall and 12 in (305 mm) on to the roof surface. Lap the membrane over the roof deck underlayment.

F. Metal Flashing And Accessories

1. Install flashings in accordance with NRCA requirements.
2. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
3. Secure in place with nails at 8 inches on center. Conceal fastenings.
4. Items Projecting Through or Mounted on Roofing: Flash and seal weather tight with plastic cement.

3.07 INSTALLATION - SHINGLES

A. Install shingles in accordance with manufacturer's instructions.
   1. Fasten individual shingles per manufacturer's instructions, or as required by code, whichever is greater.
   2. Fasten strip shingles per manufacturer's instructions, or as required by code, whichever is greater.

B. Place shingles in straight coursing pattern with 5 inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.

C. Project first course of shingles 1/4 inch beyond fascia boards.

D. Extend shingles 1/4 inch beyond face of gable edge fascia boards.

E. Cap hips with individual shingles, maintaining 5 inch weather exposure. Place to avoid exposed nails.

F. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counterflashings.

G. Complete installation to provide weather tight service.

H. Install ridge vents and shingles at valleys, hips and ridges in accordance with manufacturer's recommendations and local code requirements.

3.08 PROTECTION

A. Do not permit traffic over finished roof surface.
B. Protect installed products until completion of project.
C. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 46 33 – VINYL SIDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Vinyl siding and trim.

B. Vinyl soffit and trim.

1.02 RELATED REQUIREMENTS

A. Section 07 25 00 - Weather Barriers: Weather barrier under siding.

B. Section 07 92 00 - Joint Sealants: Sealing joints between siding and adjacent construction and fixtures.

1.03 REFERENCE STANDARDS

A. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position; 2014.

B. ASTM D3679 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Siding; 2013.

C. ASTM D4477 - Standard Specification for Rigid (Unplasticized) Poly(Vinyl Chloride) (PVC) Soffit; 2009.

D. ASTM D5206 - Standard Test Method for Windload Resistance of Rigid Plastic Siding; 2013.

E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Samples: Provide samples in colors specified, not less than 12 inches in length.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: Not less than three years of experience with products specified.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. A. Basis-of-Design Product: Subject to compliance with requirements, provide Vinyl Siding and Vinyl Soffts as manufactured by CertainTeed, or comparable product from but not limited to one of the following:

1. Georgia-Pacific LLC

2. Gentek Building Products Inc.

3. Ply Gem Inc.

2.02 MATERIALS

A. General Requirements:
1. Siding: Comply with ASTM D3679.
2. Soffit: Comply with ASTM D4477.
3. Wind Resistance: Capable of withstanding minimum of 50 psf negative pressure, when tested in accordance with ASTM D5206.
4. Horizontal Flammability, when tested in accordance with ASTM D635:
   a. Burn Distance: 0.79 inch, maximum.
   b. Burn Time: Less than 5 seconds.
5. Surface Burning Characteristics: Flame spread index of 20, maximum; smoke developed index of 400, maximum; when tested in accordance with ASTM E84.

B. Horizontal Vinyl Siding
1. Basis-of-Design: Monogram by CertainTeed
2. Profile: Clapboard, Double 4-Inch;
3. Thickness: 0.046 inch, minimum.
4. Length: 12 feet, minimum.
5. Nailing Hem: Single layer, with 1-1/8 inch long nail holes at maximum 18 inches on center.
6. Finish: Woodgrain
7. Color: - As selected from manufacturer’s full range of available colors.

C. Perforated Vinyl Soffit:
1. Profile: Board Style, Triple 4-Inch, perforated;
2. Thickness: 0.040 inch, minimum.
3. Length: 12 feet, minimum; where available, provide up to 12 foot by 12 foot panels.
4. Nailing Hem: Single layer, with 1-1/8 inch long nail holes at maximum 18 inches on center.
5. Finish: Smooth.
6. Color: As selected from manufacturer's full range of available colors.

D. Solid Vinyl Soffit:
1. Profile: Board Style, Triple 4-Inch, solid;
2. Thickness: 0.040 inch, minimum.
3. Length: 12 feet, minimum; where available, provide up to 12 foot by 12 foot panels.
4. Nailing Hem: Single layer, with 1-1/8 inch long nail holes at maximum 18 inches on center.
5. Finish: Smooth.
6. Color: As selected from manufacturer's full range of available colors.
7. For use at porch ceiling.

E. Vinyl Shingles:
1. Basis-of-Design: Northwoods Single 7” Straight Edge Perfection Shingle.
2. Thickness: .060 inch, minimum.
3. Finish: Rough-split straight edge.
4. Color: As selected from manufacturer’s full range of available colors.

F. Fasteners: Aluminum nails, alloy 5056 or 6110, with minimum tensile strength of 63,000 pounds per square inch; length as required to penetrate framing at least 3/4 inch.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrate conditions before beginning installation; verify dimensions and acceptability of substrate.

B. Verify that weather barrier has been installed over substrate completely and correctly.

C. Do not proceed with installation until unacceptable conditions have been corrected.

D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

A. Install siding, soffit, and trim in accordance with manufacturer's printed installation instructions.

B. Attach securely to framing, not sheathing, with horizontal components true to level and vertical components true to plumb, providing a weather resistant installation.

C. Clean dirt from surface of installed products, using mild soap and water.

3.03 PROTECTION

A. Protect installed products until completion of project.

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

END OF SECTION

SECTION 07 71 23 - MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pre-finished aluminum gutters and downspouts.

1.02 REFERENCE STANDARDS

A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2012.

B. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2015.

C. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels; 2013.

D. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.

E. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.

F. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.

G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 DESIGN REQUIREMENTS

A. Conform to SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.

B. Conform to applicable code for size and method of rain water discharge.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

C. Product Data: Provide data on prefabricated components.

D. Samples: Submit two samples, illustrating component design, finish, color, and configuration.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope to drain.

B. Prevent contact with materials that could cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Gutters and Downspouts:
   1. ATAS International, Inc; www.atas.com.
   2. W.P. Hickman company; Wind Resistant Gutter: www.wph.com.
   3. Equivalent manufacturers.

2.02 MATERIALS

A. Pre-Finished Aluminum Sheet: ASTM B209 (ASTM B209M); 0.032 inch thick.
   1. Finish: Plain, shop pre-coated with modified silicone coating.

2. Color: As selected, to match fascia color.

2.03 COMPONENTS

A. Gutters: 5” K-Style profile as indicated on the drawings.

B. Downspouts: 3 inches by 4 inches.

C. Anchors and Supports: Profiled to suit gutters and downspouts.
   1. Gutter Supports: Brackets.
   2. Downspout Supports: Brackets.

D. Fasteners: Same material and finish as gutters and downspouts, with soft neoprene washers.

2.04 FABRICATION

A. Form gutters and downspouts of profiles and size indicated.

B. Fabricate with required connection pieces.

C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.

D. Hem exposed edges of metal.

E. Fabricate gutter and downspout accessories; seal watertight.

2.05 FACTORY FINISHING

A. Modified silicone polyester coating: Baked enamel system conforming to AAMA 2603.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that surfaces are ready to receive work.

3.02 PREPARATION

A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION

A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.

END OF SECTION

SECTION 07 84 00 - FIRESTOPPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Firestopping systems.

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

1.02 RELATED REQUIREMENTS

A. Refer to Divisions 22, 23 and 26 for firestopping requirements for Mechanical and Electrical penetrations.

B. Refer to CCP Plans and GEN Sheet for wall types for UL designations.

1.03 REFERENCE STANDARDS

A. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2013a.

B. ASTM E1966 - Standard Test Method for Fire Resistive Joint Systems; 2007 (Reapproved 2011).

C. ASTM E2307 - Standard Test Method for Determining Fire Resistance of Perimeter Fire Barriers Using Intermediate-Scale, Multi-story Test Apparatus; 2015a.

D. ASTM E2837 - Standard Test Method for Determining the Fire Resistance of Continuity Head-of-Wall Joint Systems Installed Between Rated Wall Assemblies and Nonrated Horizontal Assemblies; 2013.

E. ITS (DIR) - Directory of Listed Products; Intertek Testing Services NA, Inc.; current edition.

F. FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition.

G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

H. UL 2079 - Standard for Tests for Fire Resistance of Building Joint Systems; Underwriters Laboratories Inc.; 2004.

I. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

1.04 SUBMITTALS

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

B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.

C. Sustainable Design Submittal: Submit VOC content documentation for all non-preformed materials.

1.05 QUALITY ASSURANCE

A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
   1. Listing in the current-year classification or certification books of UL, FM, or ITS (Warnock Hersey) will be considered as constituting an acceptable test report.

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

C. Installer Qualifications: Company specializing in performing the work of this section and:
   1. With minimum 3 years documented experience installing work of this type.

1.06 FIELD CONDITIONS

A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.

B. Provide ventilation in areas where solvent-cured materials are being installed.

PART 2 PRODUCTS

2.01 FIRESTOPPING - GENERAL REQUIREMENTS

A. Firestopping: Any material meeting requirements.

B. Firestopping Materials with Volatile Content: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.

C. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

D. Fire Ratings: See Drawings for required systems and ratings.

2.02 FIRESTOPPING ASSEMBLY REQUIREMENTS

A. Perimeter Fire Containment Firestopping: Use any system that has been tested according to ASTM E2307 to have fire resistance F Rating equal to required fire rating of the floor assembly.

B. Head-of-Wall Firestopping at Joints Between Non-Rated Floor and Fire-Rated Wall: Use any system that has been tested according to ASTM E2837 to have fire resistance F Rating equal to required fire rating of floor or wall, whichever is greater.

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

D. Through Penetration Firestopping: Use any system that has been tested according to ASTM E814 to have fire resistance F Rating equal to required fire rating of penetrated assembly.

2.03 FIRESTOPPING SYSTEMS

A. Firestopping: Any material meeting requirements.
   1. Fire Ratings: Use any system listed by UL or tested in accordance with ASTM E814 that has F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and that meets all other specified requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.

B. Remove incompatible materials that could adversely affect bond.

3.03 INSTALLATION

A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.

3.04 FIELD QUALITY CONTROL

A. Independent Testing Agency: Inspection agency employed and paid by Owner, will examine penetration firestopping in accordance with ASTM E2174, "Standard Practice for On-Site Inspection of Installed Fire Stops and ASTM E2393, "Standard Practice for On-Site Inspection of Installed Fire Stop Joint Systems.

B. Repair or replace penetration firestopping and joints at locations where inspection results indicate firestopping or joints do not meet specified requirements.

3.05 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.06 PROTECTION

A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

SECTION 079200 – JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes joint sealants for the following applications:

1. Exterior joints in vertical surfaces and horizontal non-traffic surfaces.
2. Interior joints in vertical surfaces and horizontal non-traffic surfaces.
3. Interior joints in horizontal traffic surfaces.

1.2 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Compatibility and adhesion test reports.

C. Product test reports.

1.4 QUALITY ASSURANCE

A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

1.5 WARRANTY

A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric 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.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those 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.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, 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 sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Nonmembrane Roof Sealants: 300 g/L.
3. Single-Ply Roof Membrane Sealants: 450 g/L.
4. Sealant Primers for Nonporous Substrates: 250 g/L.
5. Sealant Primers for Porous Substrates: 775 g/L.
6. Modified Bituminous Sealant Primers: 500 g/L.

C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

B. Single-Component Neutral- and Basic-Curing Silicone Sealant ES-1:

1. For exterior wall sealant.
2. Products:

a. Dow Corning Corporation; 790.
b. Tremco; Spectrem 1 (Basic).

3. Type and Grade: S (single component) and NS (nonsag).
4. Class: 100/50.
5. Use Related to Exposure: NT (nontraffic).
6. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
7. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.

C. Multicomponent Pourable Urethane Sealant ES-2:

1. For interior tintable horizontal traffic exposure sealant.
2. Products:

   a. Pecora Corporation; Dynatrol II-SG.
   b. Sika Corporation, Inc.; Sikaflex - 2c SL.
   c. Sonneborn, Division of ChemRex Inc.; SL 2.

3. Type and Grade: M (multicomponent) and P (pourable).
4. Class: 25.
5. Uses Related to Exposure: T (traffic) and NT (nontraffic).
6. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

D. Single-Component Nonsag Urethane Sealant ES-3:

1. For interior non-tintable joints subject to traffic.
2. Products:

   a. Sika Corporation, Inc.; Sikaflex - 1a.
   b. Sonneborn, Division of ChemRex Inc.; NP 1.
   c. Tremco; Vulkem 116.

3. Type and Grade: S (single component) and NS (nonsag).
4. Class: 25.
5. Uses Related to Exposure: T (traffic) and NT (nontraffic).
6. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.

2.4 LATEX JOINT SEALANTS

A. Latex Sealant LS-1: Comply with ASTM C 834, Type O P, Grade NF.

B. Use for exposed interior joints in vertical and horizontal non-traffic surfaces.

C. Products:
1. Pecora Corporation; AC-20+.
2. Sonneborn, Division of ChemRex Inc.; Sonolac.
3. Tremco; Tremflex 834.

2.5 ACOUSTICAL JOINT SEALANTS

A. Acoustical Sealant for Exposed and Concealed Joints AS-1: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

1. Products:

a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
b. United States Gypsum Co.; SHEETROCK Acoustical Sealant.

B. Acoustical Sealant for Concealed Joints AS-2: Manufacturer's standard, nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce airborne sound transmission.

1. Products:

a. Pecora Corporation; BA-98.
b. Tremco; Tremco Acoustical Sealant.

2.6 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.

D. 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 where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.7 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: Nonstaining, 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.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.

    a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, 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.

2. Remove laitance and form-release agents from concrete.

    a. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on 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 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

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications 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 according to requirements specified 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 configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

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.

END OF SECTION

SECTION 081433 – MDF DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Interior solid core MDF stile swinging doors

B. Interior solid core MDF stile bi-fold doors

C. Interior fire rated doors

D. Finish Hardware

1.02 SUBMITTALS

A. Product Data: Indicate door core materials and construction;, type and characteristics.

B. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
   1. Provide the information required by AWI/AWMAC/WI Architectural Woodwork Standards.
   2. Include certification program label.

C. Specimen warranty.

1.03 QUALITY ASSURANCE

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

B. Installed Fire Rated Door Assembly: Conform to NFPA 80 for fire rated class as indicated.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Package, deliver and store doors in accordance with specified quality standard.

B. Accept doors on site in manufacturer's packaging. Inspect for damage.

C. Protect doors with resilient packaging. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

D. Mark each door on bottom rail with opening number used on Shop Drawings. Use removeable tags or concealed markings.

1.05 WARRANTY

A. See Section 01780 - Closeout Submittals for additional warranty requirements.

B. Interior Doors: Provide manufacturer's warranty for the life of the installation.

C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Solid Core MDF Doors:
   1. Jeld-Wen; Basis-of-Design 3-panel, ProCore Solid Core with NAUF, molded composite door, primed MDF, “Birkdale All Panel”, or similar, with wood pre-hung frames.
   2. Steves and Sons.
   3. Equivalent manufacturers.

2.02 DOORS

A. Interior Doors: 1-3/8 inches thick unless otherwise indicated; solid core construction.
   1. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with NFPA 252, UL 10B, or UBC Standard 7-2-94 ("neutral pressure"); UL or WH (ITS) labeled without any visible seals when door is closed.
   3. Factory primed MDF for field painting.

2.03 DOOR AND PANEL CORES

A. Fire Rated Doors: Mineral core, Type FD, plies and faces as indicated above; with core blocking as required to provide adequate anchorage of hardware without through-bolting.

   1. 20-minute door at garage to residence.

2.04 ACCESSORIES

A. Hardware: Provide metal hinges, locksets with strikes. Finish as selected. See Drawings for hardware sets.

B. Provide pre-hung jamb and head frame for installation into wood frame walls.

C. At rated assemblies. Provide two piece factory primed adjustable steel frame, hinges, lockset and closer.

2.05 DOOR CONSTRUCTION

A. Fabricate doors in accordance with door quality standard specified.

B. Non-Rated:
   1. Solid core, 1/8” smooth skin with select sticking profile with type 1 glue bond.
   2. Sizes, styles and swing as shown on the drawings.

C. Rated Doors;
   1. Fire resistant mineral core with 3 panel configuration to match other solid core door slabs.

D. Vertical Edges:
   1. Latch Edge Construction: 3’ x 7 1/2” PB lock block.
   2. Hinge Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.

E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
   1. Exception: Doors to be field finished.

F. Provide edge clearances in accordance with the quality standard specified.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Do not install doors and frame in openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

A. Install doors in accordance with manufacturer's instructions and specified quality standard.
   1. Install fire-rated doors in accordance with NFPA 80 requirements.

B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.

C. Use machine tools to cut or drill for hardware.

D. Coordinate installation of doors with installation of frames and hardware.

E. Coordinate installation of glazing.

3.03 TOLERANCES

A. Conform to specified quality standard for fit and clearance tolerances.

B. Conform to specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

A. Adjust doors for smooth and balanced door movement.

B. Adjust closers for full closure.

END OF SECTION

SECTION 083100 – ACCESS DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Access door and frame units, fire-rated and non-fire-rated, in wall, ceiling, and floor locations.

1.02 SUBMITTALS

A. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.

B. Shop Drawings: Indicate exact position of all access door units.

PART 2 PRODUCTS

2.01 ACCESS DOOR AND PANEL APPLICATIONS

A. Walls:
   1. Size: 18 by 18 inch, unless otherwise indicated.

B. Ceilings:
   1. Size: 24 by 24 inch, unless otherwise indicated.

2.02 WALL AND CEILING UNITS

A. Manufacturers:
   1. ACUDOR Products Inc.: www.acudor.com (Basis of Design Model UF-5500).
   2. Milcor, Inc: www.milcorinc.com.
   3. Nystrom, Inc.: www.nystrom.com.
   4. Substitutions permitted.

B. Interior Access Panel:
   1. Material: 18 ga. galvanized steel door and frame over 15” x 15”. 12” x 12” or smaller 20 ga. Galvanized steel door and frame.
   2. Finish: White baked-on polyester powder coat.
   3. Door: Flush to frame- drawn flanged door panel with rounded corners.
   4. Frame: Drawn one piece trim flange and mounting frame with continuous concealed hinge.
   5. Hardware: Slot screwdriver operated cam latch.
   6. Warranty- Doors shall be free from manufacturing defects in materials and fabrication for a period of 1 year from the date of shipment. Should a product fail to function in normal use within this period, manufacturer shall furnish a replacement or new part.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that rough openings are correctly sized and located.

3.02 INSTALLATION

A. Install units in accordance with manufacturer's instructions.

B. Install frames plumb and level in openings. Secure rigidly in place.

C. Position units to provide convenient access to the concealed work requiring access.

3.03 ADJUSTING

A. Operational Units: Test-operate units with operable components.

B. Clean and lubricate joints and hardware.

C. Adjust for proper operation.

3.04 CLEANING

A. Clean adjacent surfaces and remove unused product and debris from site.

B. Adjust doors for smooth operation.

END OF SECTION

SECTION 08 36 13 – RESIDENTIAL OVERHEAD DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Section includes the following types of sectional overhead doors:
   1. Residential Overhead Doors.

1.02 DEFINITIONS

A. Operation Cycle: One complete cycle of a door begins with the door in the closed position. The door is then moved to the open position and back to the closed position.

1.03 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide sectional overhead doors capable of withstanding the effects of gravity loads and the following loads and stresses without evidencing permanent deformation of door components:
   1. Wind Load: Uniform pressure (velocity pressure) of 20 lbf/sq. ft., acting inward and outward.

B. Operation-Cycle Requirements: Design sectional overhead door components and operator to operate for not less than 10,000 cycles.

1.04 SUBMITTALS

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

B. Product Data: Product Data: For each type and size of sectional overhead door and accessory. Include details of construction relative to materials, dimensions of individual components, profiles, and finishes. Provide roughing-in diagrams, operating instructions, and maintenance information. Include the following:
   1. Setting drawings, templates, and installation instructions for built-in or embedded anchor devices.
   2. Summary of forces and loads on walls and jambs.
   3. Motors: Show nameplate data and ratings; characteristics; mounting arrangements; size and location of winding termination lugs, conduit entry, and grounding lug; and coatings.

C. Shop Drawings: For special components and installations not dimensioned or detailed in manufacturer's data sheets.
   1. Wiring Diagrams: Detail wiring for power, signal, and control systems. Differentiate between manufacturer-installed and field-installed wiring and between components provided by door manufacturer and those provided by others.

D. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.

E. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

F. Manufacturers' Certificates: Signed by manufacturers certifying that they comply with requirements specified in "Quality Assurance" Article. On request, submit evidence of manufacturing experience.

G. Operation and Maintenance Data.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing sectional overhead doors similar to those indicated for this Project with minimum five years documented experience.

B. Installer Qualifications: Engage an experienced installer who is an authorized representative of the sectional overhead door manufacturer for both installation and maintenance of units required for this Project with minimum five years documented experience.

C. Source Limitations: Obtain sectional overhead doors, tracks, motors, controls and accessories through one source from a single manufacturer.

D. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories, Inc. acceptable to authority having jurisdiction as suitable for purpose specified.

1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

1.05 DELIVERY, STORAGE AND HANDLING

A. Store products in manufacturer's unopened labeled packaging until ready for installation.

B. Protect materials from exposure to moisture until ready for installation.

C. Store materials in a dry, ventilated weathertight location.

D. Store and dispose of solvent-based materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.05 WARRANTY

A. Warranty: Manufacturer's limited lifetime against splitting and cracking, 10 year on hinge and track and all other components for 1 year.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Product Design is based on Insulated Steel Sectional Door by Overhead Door Corporation. www.overheaddoor.com

1. Equivalent products of other manufacturers will be considered.

2.02 RESIDENTIAL METAL OVERHEAD DOORS

A. Insulated Steel Sectional Overhead Doors: Thermacore 194 Series Insulated Steel Doors by Overhead Door Corporation.

1. Door Assembly: Rigid steel fully insulated construction with a metal foam metal sandwich panel. Fabricated with EPDM seals between sections.
   a. Size: As indicated on the Drawings.
   b. Panel Thickness: 1-3/8 inches (34.93 mm).
   c. Panel Style: Shiplap panels.
      1) Classic Raised Panel (short panel), 194 Series.
   d. Exterior Steel: .012 inch (.030 mm) nominal, high strength hot dipped galvanized steel with an embossed wood grain texture.
   e. Insulation: CFC-free foamed in place polyurethane.
   f. Thermal Values: R-value of 12.76. U-Factor of < 0.37.
   g. Air Infiltration: <0.40.
   h. Window Glazing: Tempered glass.
2. Finish/Color: Two coat baked-on polyester. Color as selected by Architect from manufacture's standard color range.
3. Hardware: Standard garage door hardware.
4. Lock: Interior mounted slide lock. Fabricate with side locking bolts to engage through slots in tracks for locking by padlock, located on single-jamb side, operable from inside only. Where door unit is power operated, provide safety interlock switch to disengage power supply when door is locked.
5. Weatherstripping: Extruded PVC bulb-type strip at bottom. Flexible seals at jambs and head for continuous weathertight installation.

6. Track: Provide track as recommended by manufacturer to suit loading required and clearance available.
7. Nylon Rollers.
8. Electric Operation: Chain driven Odyssey 1000 garage door opener with self-monitoring type safe-t-beam photoelectric obstruction sensor system, automatic safety edge sensor located within bottom bar weatherstripping, remote opener and wall console. Size and capacity as recommended by manufacturer for door and operational life, complete with electric motor factory pre-wired motor controls and accessories required for a proposer operation.
9. Disconnect Device: Provide hand-operated disconnect or mechanism for automatically engaging sprocket-chain operator and releasing brake for emergency manual operation while disconnecting motor, without affecting timing of limit switch. Mount disconnect and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
10. Limit Switches: Provide adjustable switches, interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.
11. Blocking: Provide wood blocking as required for installation of overhead door including tracks, supports and all accessories including support of electronic door operators.
12. Torsion Spring: Operation by torsion-spring counterbalance mechanism consisting of adjustable-tension torsion springs, fabricated from oil-tempered-steel wire complying with ASTM A 229, Class II, mounted on a cross-header tube or steel shaft. Connect to door with galvanized aircraft-type lift cables with cable safety factor of at least 5 to 1. Provide springs calibrated for 10,000 cycles minimum.
13. Cable Drums: Provide cast-aluminum or gray-iron casting cable drums grooved to receive cable. Mount counterbalance mechanism with manufacturer's standard ball-bearing brackets at each end of shaft.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine wall and overhead areas, including opening framing and blocking, with Installer present, for compliance with requirements for installation tolerances, clearances, and other conditions affecting performance of Work of this Section.

1. Do not begin installation until openings and substrates have been properly prepared.
2. Verify wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
3. Verify electric power is available and of correct characteristics.
4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install door, track, and operating equipment complete with necessary hardware, jamb and head mold strips, anchors, inserts, hangers, and equipment supports according to Shop Drawings, manufacturer's written instructions, and as specified.

B. Fasten vertical track assembly to framing at not less than 24 inches o.c. Hang horizontal track from structural overhead framing with angle or channel hangers welded and bolt fastened in place. Provide sway bracing, diagonal bracing, and reinforcement as required for rigid installation of track and door-operating equipment. Anchor track assembly to wall construction and building framing without distortion or stress. Secure track members to structural members only,

C. Coordinate installation with adjacent work to ensure proper clearances and allow for maintenance.

3.3 CLEANING AND ADJUSTING

A. Lubricate bearings and sliding parts; adjust doors to operate easily, smoothly, free from warp, twist, or distortion and in full contact with weathertight for entire perimeter.

B. Clean doors, frames and glass.

C. Remove temporary labels and visible markings.

3.4 PROTECTION

A. Do not permit construction traffic through overhead door openings after adjustment and cleaning.

B. Protect installed products until completion of project.

C. Touch-up damaged coatings and finishes and repair minor damage before substantial completion.

3.5 DEMONSTRATION

A. Startup Services: Engage a authorized service representative to perform startup services and to train Owner's maintenance personnel as specified below:

1. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
2. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
3. Review data in the maintenance manuals.
4. Schedule training with Owner with at least 7 days advance notice.

END OF SECTION

SECTION 08 53 13 – VINYL WINDOWS AND DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Vinyl double-hung windows, Sliding Patio Doors, Awning windows.

1.02 RELATED SECTIONS

A. Section 07 92 00 - Joint Sealants: Sealants and caulking.

1.03 REFERENCES

A. American Architectural Manufacturers Association (AAMA):
   1. AAMA 303 - Voluntary Specification for Poly (Vinyl Chloride) (PVC) Exterior Profile Extrusions; American Architectural Manufacturers Association.
   2. AAMA 502 - Voluntary Specification for Field Testing of newly installed Fenestration Products.
   3. AAMA 613- Voluntary Performance Requirements and Test Procedures for Organic Coatings on Plastic Profiles.

B. American Society for Testing and Materials (ASTM):
   1. ASTM C 1036 – Standard Specification for Flat Glass.
   2. ASTM C 1048 – Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass.
   3. ASTM D 1929 – Standard Test Method for Determining Ignition Temperature of Plastics.
   4. ASTM D 3656 - Insect Screening and Louver Cloth Woven from Vinyl-Coated Glass Yarns.
   5. ASTM E 330 – Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
   6. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
   7. ASTM F 588 – Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact.

C. Screen Manufacturers Association (SMA):
   1. SMA 1201 - Specifications for Insect Screens for Windows, Sliding Doors and Swinging Doors.

D. Window and Door Manufacturers Association (WDMA):
   1. AAMA/WDMA/CSA 101/I.S.2/A440 – North American Fenestration Standard/Specification for Windows, Doors, and Skylights.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Submit manufacturer's product data, including installation instructions.

C. Shop Drawings: Submit manufacturer's shop drawings, indicating dimensions, construction, component connections and locations, anchorage methods and locations, hardware locations, and installation details.

D. Samples: Submit full-size or partial full-size sample of window illustrating glazing system,

quality of construction, and color of finish.

E. Warranty: Submit manufacturer's standard warranty.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Not less than 10 years of experience in manufacturing components of the types specified.

B. Installer Qualifications: Firm with not less than five years of documented experience in installing components of the types specified.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site undamaged in manufacturer's or sales branch's original, unopened containers and packaging, with labels clearly identifying manufacturer and product name. Include installation instructions.

B. Storage:
1. Store materials in accordance with manufacturer's instructions.
2. Store materials off ground and under cover.
3. Protect materials from weather, direct sunlight, and construction activities.

C. Handling: Protect materials and finish during handling and installation to prevent damage.

PART 2 PRODUCTS

2.01 MANUFACTURER

A. Pella Corporation, 102 Main Street, Pella, Iowa 50219. Toll Free (800) 54-PELLA. Phone (641) 621-1000. Website www.pella.com.
1. Substitutions: See Section 01600 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

A. Windows shall meet the following:
1. Meets or exceeds AAMA/WDMA/CSA 101/I.S.2/A440 Ratings: LC-PG30 to LC-PG40, WDMA Hallmark Certified.
2. Unit assembly shall withstand both positive and negative uniform static air pressure difference without damage when tested according to ASTM E 330.
3. Air Infiltration, 1.57 psf wind pressure: 0.30 cfm/ft^2 of frame.
4. Design Pressure: 30 to 40 psf.
5. Water Penetration Resistance: 4.6 to 6.06 psf.
6. U-value, maximum: 0.45
7. SHGC (Solar Heat gain co-efficient), maximum: 0.38
8. Air leakage rate, maximum: 0.20 cfm/ft^2

B. Force Entry Resistance, ASTM F 588, Minimum Security Grade: 10

C. Maximum Operating Force:

1. Initiate Motion: 50lbs.

2. Maintain Motion: 35lbs.

D. Meets U.S. ENERGY STAR guidelines.

2.03 VINYL DOUBLE-HUNG WINDOWS

A. Double-Hung Windows: Basis of Design; Pella 250 Series.

1. Sliding Patio Doors and Awning Windows also based on Pella 250 Series.

B. Frame:
1. Setback Nail Fin, 1-7/16 inches: For 3-1/16-inch wall depth.
2. Interior and Exterior Frame Surfaces: Extruded, rigid, polyvinyl chloride (uPVC) complying with AAMA 303, having minimum ignition temperature 824 degrees F. when tested in accordance with ASTM D 1929.
3. Overall Frame Depth: 4-1/2 inches.
4. Frame Members: Mitered and heat fused to provide fully welded corner assembly with "SmoothSeam" virtually invisible interior corner welds.

C. Sill: Fitted with weep valve assemblies.

D. Sash:
1. Sash Members:
   a. Extruded, rigid, uPVC [with foam insulation] complying with AAMA 303, having minimum ignition temperature 824 degrees F. when tested in accordance with ASTM D 1929.
   b. Mitered and heat fused to provide fully welded corner assembly with "SmoothSeam" virtually invisible interior corner welds.
2. Integral extruded sash lift.
3. Contains sealed insulating glass.
4. Wet glazed with polyurethane-reactive hotmelt.

E. Glazing:
1. Float Glass: ASTM C 1036
   a. Glass Type: Tempered Glass, ASTM C 1048.
2. Exterior face-glazed sealed insulating glass.
3. Dual-pane Insulating Glass: 11/16-inch thick, insulating glass, clear tempered multi-layer Advanced Low-E coated with argon.

F. Weather Stripping:
1. Sash: Weather-stripped around sash perimeter with fin-type, pile weather stripping in 2 locations and vinyl-wrapped foam weatherstrip in 1 location.

G. Grilles:
1. Insulating glass contains aluminum grilles permanently installed between 2 panes of glass.
2. Profile: 3/4 inch contour
3. Pattern: As indicated on the drawings.
2. Color: Factory-finished. Match window frame interior and exterior.

H. Insect Screens:
1. Compliance: ASTM D 3656 and SMA 1201.
2. Screen Cloth: Black, vinyl-coated, 18/16 mesh, fiberglass screen cloth.
3. Full-size set in rollformed coil aluminum frame and fitted to exterior of windows.

3. Full-size screens for windows with frame width greater than 39” or frame height greater than 53” have a screen spreader bar at the checkrail.
4. Screen Frame Finish: Baked enamel.
   a. Color: Match window exterior.

2.03 HARDWARE

A. Balances: Galvanized steel block-and-tackle balances connected to sash with polyester cord and concealed within frame.

B. Lock:
   1. Type: Factory installed, zinc-die-cast, self-aligning, cam-action lock on check rail.
   2. Windows 30 Inches Wide or Greater: 2 locks.
   3. Finish: Match window interior color.

C. Tilt latches: Factory-installed, zinc-die-cast, located on check rail of lower sash and the top rail of the upper sash.
D. Fasteners: Corrosion-resistant, uPVC-compatible material.
E. Hardware Finish: Match window interior.

2.04 TOLERANCES

A. Windows shall accommodate the following opening tolerances:
   1. Vertical Dimensions Between High and Low Points: Plus 1/4-inch, minus 0 inch.
   2. Width Dimensions: Plus 1/4-inch, minus 0 inch.
   3. Building Columns or Masonry Openings: Plus or minus 1/4-inch from plumb.

2.05 FINISH

A. Exterior and Interior Exposed uPVC surfaces: Smooth, glossy and uniform in appearance.
   1. Color: As selected from manufacturer’s standard colors.

2.06 INSTALLATION ACCESSORIES

A. Flashing/Sealant Tape: Pella SmartFlash.
   1. Aluminum-foil-backed butyl window and door flashing tape.
   2. Maximum Total Thickness: 0.013 inch.
   3. UV resistant.
   4. Verify sealant compatibility with sealant manufacturer.

B. Interior Insulating-Foam Sealant: Low-expansion, low-pressure polyurethane insulating window and door foam sealant.

C. Exterior Perimeter Sealant: “Pella Window and Door Installation Sealant” or equivalent high quality, multi-purpose sealant as specified in the joints sealant section.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas to receive windows.

   1. Verify rough opening is plumb, level, square and of proper dimensions.

   2. Verify a minimum of 1-1/2” of solid wood blocking is installed around perimeter of rough opening.

B. Notify Architect of conditions that would adversely affect installation or subsequent use.

C. Do not proceed with installation until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. Install windows in accordance with manufacturer's instructions.

B. Install windows to be weather-tight and freely operating.

C. Maintain alignment with adjacent work.

D. Secure assembly to framed openings, plumb and square, without distortion.

E. Verify proper operation of operating hardware.

F. Integrate window system installation with exterior water-resistant barrier using flashing/sealant tape. Apply and integrate flashing/sealant tape with water-resistant barrier using watershed principles in accordance with window manufacturer's instructions.

G. Place interior seal around window perimeter to maintain continuity of building thermal and air barrier using insulating-foam sealant.

H. Seal window to exterior wall cladding with sealant and related backing materials at perimeter of assembly.

I. Leave windows closed and locked.

3.03 FIELD QUALITY CONTROL

A. Field Testing: Field water testing shall be conducted in accordance with ASTM E1105 Test Procedure B. The test pressure shall be based on the maximum positive components and cladding design pressure. Utilizing the AAMA 502 field test reduction, the water test pressure is 10% of the maximum positive design pressure.

3.04 CLEANING

A. Clean window frames and glass in accordance with manufacturer’s instructions.

B. Do not use harsh cleaning materials or methods that would damage finish, vinyl or glass.

C. Remove labels and visible markings.

D. Keep window tracks clear of dirt and debris.

E. Keep weep holes open and clear of obstructions.

3.05 PROTECTION

A. Protect installed windows to ensure that, except for normal weathering, windows will be without damage or deterioration at time of substantial completion.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

A. Section includes:

1. Mechanical and electrified door hardware for:

    a. Swinging doors.
    b. Sliding doors.
    c. Gates.

2. Electronic access control system components
3. Field verification, preparation and modification of existing doors and frames to receive new door hardware.

B. Section excludes:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead doors

C. Related Sections:

1. Division 01 Section “Alternates” for alternates affecting this section.
2. Division 06 Section “Rough Carpentry”
3. Division 06 Section "Finish Carpentry”
4. Division 07 Section “Joint Sealants” for sealant requirements applicable to threshold installation specified in this section.
5. Division 08 Sections:

    a. “Metal Doors and Frames”
    b. “Flush Wood Doors”
    c. “Stile and Rail Wood Doors”
    d. “Interior Aluminum Doors and Frames”
    e. "Aluminum-Framed Entrances and Storefronts"
    f. “Stainless Steel Doors and Frames”
    g. “Special Function Doors”
    h. "Entrances”

6. Division 09 sections for touchup, finishing or refinishing of existing openings modified by this section.
7. Division 26 “Electrical” sections for connections to electrical power system and for low-voltage wiring.

8. Division 28 “Electronic Safety and Security” sections for coordination with other components of electronic access control system and fire alarm system.

1.02 REFERENCES

A. UL - Underwriters Laboratories

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Keying Systems and Nomenclature

C. NFPA – National Fire Protection Association

1. NFPA 70 – National Electric Code
2. NFPA 80 – 2016 Edition – Standard for Fire Doors and Other Opening Protectives
3. NFPA 101 – Life Safety Code
4. NFPA 105 – Smoke and Draft Control Door Assemblies
5. NFPA 252 – Fire Tests of Door Assemblies

D. ANSI - American National Standards Institute

1. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
2. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems

1.03 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
2. Prior to forwarding submittal:

   a. Comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, “EXAMINATION” article, herein.
   b. Review drawings and Sections from related trades to verify compatibility with specified hardware.
   c. Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

B. Action Submittals:

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:

    a. Wiring Diagrams: For power, signal, and control wiring and including:
        1) Details of interface of electrified door hardware and building safety and security systems.
        2) Schematic diagram of systems that interface with electrified door hardware.
        3) Point-to-point wiring.
        4) Risers.

3. Samples for Verification: If requested by Architect, submit production sample of requested door hardware unit in finish indicated and tagged with full description for coordination with schedule.

    a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.

4. Door Hardware Schedule:

    a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.
    b. Submit under direct supervision of a Door Hardware Institute (DHI) certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
    c. Indicate complete designations of each item required for each opening, include:
        1) Door Index: door number, heading number, and Architect’s hardware set number.
        2) Quantity, type, style, function, size, and finish of each hardware item.
        3) Name and manufacturer of each item.
        4) Fastenings and other pertinent information.
        5) Location of each hardware set cross-referenced to indications on Drawings.
        6) Explanation of all abbreviations, symbols, and codes contained in schedule.
        7) Mounting locations for hardware.
        8) Door and frame sizes and materials.
        9) Degree of door swing and handing.
        10) Operational Description of openings with electrified hardware covering egress, ingress (access), and fire/smoke alarm connections.

5. Key Schedule:

    a. After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.

b. Use ANSI/BHMA A156.28 “Recommended Practices for Keying Systems” as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
f. Prepare key schedule by or under supervision of supplier, detailing Owner’s final keying instructions for locks.

6. Templates: After final approval of hardware schedule, provide templates for doors, frames and other work specified to be factory or shop prepared for door hardware installation.

C. Informational Submittals:

1. Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.
2. Provide Product Data:

a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
b. Include warranties for specified door hardware.

D. Closeout Submittals:

1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:

a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
b. Catalog pages for each product.
c. Factory order acknowledgement numbers (for warranty and service)
d. Name, address, and phone number of local representative for each manufacturer.
e. Parts list for each product.
f. Final approved hardware schedule edited to reflect conditions as-installed.
g. Final keying schedule
h. Copies of floor plans with keying nomenclature
i. Copy of warranties including appropriate reference numbers for manufacturers to identify project.
j. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.

E. Inspection and Testing:

1. Submit a written report of the results of functional testing and inspection for fire door assemblies, in compliance with NFPA 80.

a. Written report to be provided to the Owner and be made available to the Authority Having Jurisdiction (AHJ).
b. Report to include the door number for each fire door assembly, door location, door and frame material, fire rating, and summary of deficiencies.

2. Submit a written report of the results of functional testing and inspection for required egress door assemblies, in compliance with NFPA 101.

a. Written report to be provided to the Owner and be made available to the Authority Having Jurisdiction (AHJ).
b. Report to include the door number for each required egress door assembly, door location, door and frame material, fire rating, and summary of deficiencies.

1.04 QUALITY ASSURANCE

A. Qualifications and Responsibilities:

1. Supplier: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.

a. Warehousing Facilities: In Project's vicinity.
b. Scheduling Responsibility: Preparation of door hardware and keying schedules.
c. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
d. Coordination Responsibility: Assist in coordinating installation of electronic security hardware with Architect and electrical engineers and provide installation and technical data to Architect and other related subcontractors.
1) Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.

2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
3. Architectural Hardware Consultant: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:

a. For door hardware: DHI certified AHC or DHC.
b. Can provide installation and technical data to Architect and other related subcontractors.
c. Can inspect and verify components are in working order upon completion of installation.
d. Capable of producing wiring diagram and coordinating installation of electrified hardware with Architect and electrical engineers.

4. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Certifications:

1. Fire-Rated Door Openings:

   a. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction.
   b. Provide only items of door hardware that are listed products tested by Underwriters Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.

2. Smoke and Draft Control Door Assemblies:

   a. Provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105
   b. Comply with the maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.

3. Electrified Door Hardware

   a. Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.

4. Accessibility Requirements:

   a. Comply with governing accessibility regulations cited in “REFERENCES” article, herein for door hardware on doors in an accessible route.

C. Pre-Installation Meetings

1. Keying Conference

   a. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
      1) Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
      2) Preliminary key system schematic diagram.
      3) Requirements for key control system.
      4) Requirements for access control.
      5) Address for delivery of keys.

2. Pre-installation Conference

   a. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

b. Inspect and discuss preparatory work performed by other trades.
c. Inspect and discuss electrical roughing-in for electrified door hardware.
d. Review sequence of operation for each type of electrified door hardware.
e. Review required testing, inspecting, and certifying procedures.
f. Review questions or concerns related to proper installation and adjustment of door hardware.

3. Electrified Hardware Coordination Conference:

a. Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping.

B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.

C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.

D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

F. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.06 COORDINATION

A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.

B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.

D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

E. Existing Openings: Where existing doors, frames and/or hardware are to remain, field verify existing functions, conditions and preparations and coordinate to suit opening conditions and to provide proper door operation.

1.07 WARRANTY

A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.

1. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.

a. Mechanical Warranty
1) Locks
a) Schlage ALX Series: 10 year

2) Exit Devices
a) Falcon: 10 year
3) Closers
a) LCN 4050 Series: 25 year
b) Falcon SC Series: 10 year
4) Accessories
a) Ives Continuous Hinges: Lifetime

b. Electrical Warranty
1) Locks
a) Schlage: 1 year
b) Falcon: 1 year
2) Exit Devices
a) Von Duprin: 1 year
3) Closers
a) LCN: 2 year

1.08 MAINTENANCE

A. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

B. Turn over unused materials to Owner for maintenance purposes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Approval of manufacturers and/or products other than those listed as “Scheduled Manufacturer” or “Acceptable Manufacturers” in the individual article for the product category shall be in accordance with QUALITY ASSURANCE article, herein.

B. Approval of products from manufacturers indicated in “Acceptable Manufacturers” is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer’s product.

C. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 HINGES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

    a. Ives 5BB series

2. Acceptable Manufacturers and Products:

    a. Hager BB series
    b. McKinney TA/T4A series
    c. Stanley FBB Series.

B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. Provide five knuckle, ball bearing hinges.
3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:

    a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
    b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high

4. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:

    a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
    b. Interior: Heavy weight, steel, 5 inches (127 mm) high

5. 2 inches or thicker doors:

    a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
    b. Interior: Heavy weight, steel, 5 inches (127 mm) high

6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Where new hinges are specified for existing doors or existing frames, provide new hinges of identical size to hinge preparation present in existing door or existing frame.
9. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

    a. Steel Hinges: Steel pins
    b. Non-Ferrous Hinges: Stainless steel pins
    c. Out-Swinging Exterior Doors: Non-removable pins
    d. Out-Swinging Interior Lockable Doors: Non-removable pins
    e. Interior Non-lockable Doors: Non-rising pins

10. Provide hinges with electrified options as scheduled in the hardware sets. Provide with sufficient number and wire gage to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component. Provide mortar guard for each electrified hinge specified.

2.03 CYLINDRICAL LOCKS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

    a. Schlage ALX series

2. Acceptable Manufacturers and Products:

    a. Best 7KC series

B. Requirements

1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 2, and UL Listed for 3-hour fire doors with a minimum cycle life of 1 million.
2. Cylinders: Refer to “KEYING” article, herein.
3. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide ¾” latch throw for UL listing at pairs.
4. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
5. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
6. Provide a minimum of 5 points of lever engagement between the cassette spindle and lever shank to prevent lever sag.
7. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
8. Plug-n-Play – Provide modular lockset allowing lock functions to be created for 7 typical functions by inserting/installing parts into the exterior of a fully assembled chassis
9. Reconfigurable Chassis - Provide modular lockset that allows the function to be reconfigured by removing external components from the chassis
10. Lever Trim: Solid cast levers and wrought roses on both sides.

a. Lever Design: Schlage SAT.

2.04 EXIT DEVICES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. Falcon 24/25 series

2. Acceptable Manufacturers and Products:

a. Sargent 19-43-GL-80 series
b. Detex Advantex series

B. Requirements:

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.
4. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.
5. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements.
6. Provide flush end caps for exit devices.
7. Provide exit devices with manufacturer's approved strikes.
8. Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
9. Mount mechanism case flush on face of doors, or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
10. Provide cylinder or hex-key dogging as specified at non fire-rated openings.
11. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
12. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
13. Provide electrified options as scheduled.
14. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.

2.05 ELECTRIC STRIKES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. Von Duprin 6000 Series.

2. Acceptable Manufacturers and Products:

a. Folger Adam 300 Series
b. HES 1006 Series

B. Requirements:

1. Provide electric strikes designed for use with type of locks shown at each opening.
2. Provide electric strikes UL Listed as burglary-resistant.
3. Where required, provide electric strikes UL Listed for fire doors and frames.
4. Provide transformers and rectifiers for each strike as required. Verify voltage with electrical contractor.

2.06 CYLINDERS

A. Requirements:

1. Provide cylinders/cores, from the same manufacturer of locksets, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.
2. Provide cylinders in the below-listed configuration(s), distributed throughout the Project as indicated.

a. Cylinder with interchangeable cores

3. Patent Protection: Cylinders/cores requiring use of restricted, patented keys, patent-protected.
4. Nickel silver bottom pins.

B. Construction Keying:

1. Replaceable Construction Cores.

a. Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
1) 3 construction control keys
2) 12 construction change (day) keys.

b. Owner or Owner's Representative will replace temporary construction cores with permanent cores.

2.07 KEYING

A. Provide a factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

B. Requirements:

1. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.

    a. Master Keying system as directed by the Owner.

2. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
3. Provide keys with the following features:

    a. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)

4. Identification:

    a. Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts.
    b. Identification stamping provisions must be approved by the Architect and Owner.
    c. Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
    d. Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
    e. Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.

5. Quantity: Furnish in the following quantities.

    a. Change (Day) Keys: 3 per cylinder/core.
    b. Permanent Control Keys: 3.
    c. Master Keys: 6.

2.08 KEY CONTROL SYSTEM

A. Manufacturers:

1. Scheduled Manufacturer:

    a. Telkee

2. Acceptable Manufacturers:

    a. No Substitute
    b. HPC
    c. Lund

B. Requirements:

1. Provide key control system, including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and

standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of number of locks required for Project.

a. Provide complete cross index system set up by hardware supplier, and place keys on markers and hooks in cabinet as determined by final key schedule.
b. Provide hinged-panel type cabinet for wall mounting.

2.09 DOOR CLOSERS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:

a. LCN 4050 series

2. Acceptable Manufacturers and Products:

a. Falcon SC70A series
b. Sargent 351 series

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with cast aluminum cylinder.
3. Closer Body: 1-1/2 inch (38 mm) diameter with 11/16 inch (17 mm) diameter heat-treated pinion journal and full complement bearings.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and all weather requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and back check.
7. Pressure Relief Valve (PRV) Technology: Not permitted.
8. Provide stick on templates, special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.10 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer:

a. Ives.

2. Acceptable Manufacturers:

a. Burns
b. Rockwood.

B. Requirements:

1. Provide push plates, push bars, pull plates, and pulls with diameter and length as scheduled.

2.11 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer:

a. Ives

2. Acceptable Manufacturers:

a. Trimco
b. Rockwood

B. Requirements:

1. Provide protection plates with a minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Sizes plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards.
3. At fire rated doors, provide protection plates over 16 inches high with UL label.

2.12 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer:

a. Ives

2. Acceptable Manufacturers:

a. Trimco
b. Rockwood

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide concave type where lockset has a push button of thumbturn.
2. Where a wall stop cannot be used, provide universal floor stops.
3. Where wall or floor stop cannot be used, provide overhead stop.

4. Provide roller bumper where doors open into each other and overhead stop cannot be used.

2.13 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer:

   a. Zero International

2. Acceptable Manufacturers:

   a. National Guard
   b. Pemko

B. Requirements:

1. Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
4. Size thresholds 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width unless otherwise specified in the hardware sets or detailed in the drawings.

2.14 BI-FOLD DOOR HARDWARE

A. Manufacturer:

1. Scheduled Manufacturer:

   a. Hager

2. Acceptable Manufacturers:

   a. Johnson Hardware
   b. Stanley

B. Requirements:

1. Provide complete sets of bi-fold door hardware as recommended by manufacturer for door type and weight.

   a. Include track, hangers, fasteners, guides, and other hardware as required for complete installation.

2.15 FINISHES

A. Finish: BHMA 626/652 (US26D); except:

1. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
2. Protection Plates: BHMA 630 (US32D)
3. Overhead Stops and Holders: BHMA 630 (US32D)
4. Door Closers: Powder Coat to Match
5. Wall Stops: BHMA 630 (US32D)
6. Weatherstripping: Clear Anodized Aluminum
7. Thresholds: Mill Finish Aluminum

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.

B. Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.

C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.

D. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Where on-site modification of doors and frames is required:

1. Carefully remove existing door hardware and components being reused. Clean, protect, tag, and store in accordance with storage and handling requirements specified herein.
2. Field modify and prepare existing doors and frames for new hardware being installed.
3. When modifications are exposed to view, use concealed fasteners, when possible.
4. Prepare hardware locations and reinstall in accordance with installation requirements for new door hardware and with:

a. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
b. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
c. Doors in rated assemblies: NFPA 80 for restrictions on on-site door hardware preparation.

3.03 INSTALLATION

A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.
3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

B. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.

C. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.

D. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

F. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.

G. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.

H. Lock Cylinders:

1. Install construction cores to secure building and areas during construction period.
2. Replace construction cores with permanent cores as indicated in keying section.
3. **Furnish permanent cores to Owner for installation.**

I. Wiring: Coordinate with Division 26, ELECTRICAL sections for:

1. Conduit, junction boxes and wire pulls.
2. Connections to and from power supplies to electrified hardware.
3. Connections to fire/smoke alarm system and smoke evacuation system.
4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
5. Testing and labeling wires with Architect's opening number.

J. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

K. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.

L. Closer/Holders: Mount closer/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.

M. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.

N. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."

O. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.

P. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

Q. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

R. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

3.04 FIELD QUALITY CONTROL

A. Inspection and Testing:

1. Provide functional testing and inspection of fire door assemblies by a qualified person in accordance with NFPA 80.

    a. Schedule fire door assembly inspection within 90 days of Substantial Completion of the Project.
    b. Submit a signed, written final report as specified in Paragraph 1.03.E.1.
    c. Correct all deficiencies and schedule a reinspection of fire door assemblies noted as deficient on the inspection report.
    d. Inspector to reinspect fire door assemblies after repairs are made.

2. Provide inspection of required egress door assemblies by a qualified person in accordance with NFPA 101.

    a. Schedule egress door assembly inspection within 90 days of Substantial Completion of the Project for the required openings.
    b. Submit a signed, written final report as specified in Paragraph 1.03.E.2.
    c. Correct all deficiencies and schedule a reinspection of egress door assemblies noted as deficient on the inspection report.
    d. Inspector to reinspect required egress door assemblies after repairs are made.

3.05 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to

operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
2. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.06 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items per manufacturer's instructions to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.07 DOOR HARDWARE SCHEDULE

A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.

C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.

D. Hardware Sets:

Hardware Group No. 01

1	EA	BIFOLD TRACK & HDWE	9860	AL	HAG
2	EA	SINGLE DUMMY TRIM	F170 ELA	626	SCH

Hardware Group No. 02

3	EA	HINGE	5BB1 4 X 4		652	IVE
1	EA	ENTRANCE/OFFICE LOCK	ALX50TD SAT		626	SCH
1	EA	FSIC CORE	23-030		626	SCH
1	EA	WALL STOP	WS406/407CCV		630	IVE

Hardware Group No. 03

3	EA	HINGE	5BB1 4 X 4		652	IVE
1	EA	PRIVACY LOCK	ALX40S SAT		626	SCH
1	EA	WALL STOP	WS406/407CCV		630	IVE

Hardware Group No. 04

3	EA	HINGE	5BB1 4 X 4		652	IVE
1	EA	ENTRANCE/OFFICE LOCK	AXL50TD SAT		626	SCH
1	EA	FSIC CORE	23-030		626	SCH
1	EA	SURFACE CLOSER	4050A RW/PA		689	LCN
1	EA	KICK PLATE	8400 10" X 1 1/2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 05

3	EA	HINGE	5BB1 4 X 4		652	IVE
1	EA	PASSAGE SET	ALX10S SAT		626	SCH
1	EA	WALL STOP	WS406/407CCV		630	IVE

Hardware Group No. 06

3	EA	HINGE	5BB1 4 X 4		652	IVE
1	EA	STOREROOM LOCK	ALX80TD SAT		626	SCH
1	EA	FSIC CORE	23-030		626	SCH
1	EA	ELECTRIC STRIKE	6211WF FSE 12/16/24/28 VAC/VDC	✓	630	VON
1	EA	WALL STOP	WS406/407CCV		630	IVE
1			CARD READER - WORK OF DIVISION 28			
1	EA	NOTE	PROVIDE POINT TO POINT WIRING DIAGRAMS			
1	EA	NOTE	PROVIDE RISER WIRING DIAGRAMS			

Hardware Group No. 07

3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	DUMMY PUSH BAR	250DT	626	FAL
1	EA	90 DEG OFFSET PULL	8190EZHD 12" STD	630-316	IVE
1	EA	SURFACE CLOSER	4050A EDA	689	LCN
1	EA	KICK PLATE	8400 10" X 1 1/2" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CCV	630	IVE

Hardware Group No. 08

1	EA	PANIC HARDWARE	CD-25-R-NL-OP	626	FAL
1	EA	RIM CYLINDER	20-057 ICX	626	SCH
2	EA	FSIC CORE	23-030	626	SCH
1	EA	SFIC MORTISE CYL.	26-091 ICX	626	SCH
1	EA	90 DEG OFFSET PULL	8190EZHD 12" STD	630-316	IVE
1	EA	SURFACE CLOSER	4050A EDA	689	LCN
1	EA	KICK PLATE	8400 10" X 1 1/2" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CCV	630	IVE

HINGES, THRESHOLD AND WEATHERSTRIP BY DOOR MANUFACTURER.

Hardware Group No. 09

3	EA	HINGE	5BB1 4 X 4	652	IVE
1	EA	STOREROOM LOCK	ALX80TD SAT	626	SCH
1	EA	FSIC CORE	23-030	626	SCH
1	EA	WALL STOP	WS406/407CCV	630	IVE

End of Section

SECTION 09 29 00 – GYPSUM BOARD

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Gypsum wallboard.

B. Joint treatment and accessories.

1.02 REFERENCE STANDARDS

A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.

B. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.

C. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.

D. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2013.

1.03 SUBMITTALS

A. Product Data: Provide data on gypsum board, accessories, and joint finishing system.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

A. Provide completed assemblies complying with ASTM C840 and GA-216.
   1. See PART 3 for finishing requirements.

2.02 BOARD MATERIALS

A. Manufacturers - Gypsum-Based Board:
   1. American Gypsum Company: www.americangypsum.com.
   2. Georgia-Pacific Gypsum: www.gpgypsum.com.
   3. National Gypsum Company: www.nationalgypsum.com.

B. Abuse-Resistant Type: Manufactured to produce greater resistance to surface indentation, through-penetration (impact resistance), and abrasion than standard, regular-type (and 5/8" Type X if indicated on drawings) gypsum board to meet ASTM C1396/C1396M. Sizes to minimize joints in place; ends square cut.
   1. Basis-of-Design Product: National Gypsum Company; Gold Bond Hi-Abuse XP Fire-Shield Gypsum Board.
   2. Thickness: 1/2 inch.
   3. Long Edges: Tapered.

C. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
   a. Application: All walls below 8 feet above finished floor, unless otherwise indicated.

C. Ceiling Type: Manufactured to have more sag resistance than regular-type gypsum board.
   1. Basis-of-Design Product: National Gypsum Company; Gold Bond Ceiling Board. National Gypsum Company; 5/8" Gold Bond XP Fire-Shield Gypsum Board at fire rated ceilings.
   2. Long Edges: Tapered.
   3. Application; Ceiling and soffits
   4. Thickness: 1/2 inch

D. Gypsum Tile Backing Panels:
   1. Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9 or ASTM C1325.
      a. Basis-of-Design Product: National Gypsum Company; Perma-Base Cement Board Glass-Mat, Water-Resistant Backing Board with Water-Resistant Coating.
      b. Thickness: 1/2 inch
      c. Long Edges: Manufacturers standard.

2.03 ACCESSORIES

A. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
   1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
   2. Ready-mixed vinyl-based joint compound.

B. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless otherwise indicated.
   1. Types: As detailed or required for finished appearance.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 BOARD INSTALLATION

A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.

3.03 INSTALLATION OF TRIM AND ACCESSORIES

A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.

B. Corner Beads: Install at external corners, using longest practical lengths.

C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.04 JOINT TREATMENT

A. Paper Faced Gypsum Board: Use fiberglass joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.

B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
   1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
   2. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.

C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
   1. Feather coats of joint compound so that camber is maximum 1/32 inch.

3.05 TOLERANCES

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

END OF SECTION

SECTION 093000
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. TILE FOR FLOOR APPLICATIONS.

B. TILE FOR WALL APPLICATIONS.

C. CERAMIC ACCESSORIES AND CORNER PROTECTION.

D. CERAMIC TRIM.

1.02 RELATED REQUIREMENTS

A. SECTION 079200 - JOINT SEALANTS

B. SECTION 092116 - GYPSUM BOARD ASSEMBLIES: INSTALLATION OF TILE BACKER BOARD.

1.03 REFERENCE STANDARDS

A. ANSI A108/A118/A136.1 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR THE INSTALLATION OF CERAMIC TILE - VERSION; 2013.1.

B. ANSI A108.1A - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE IN THE WET-SET METHOD, WITH PORTLAND CEMENT MORTAR; 2013.1.

C. ANSI A108.1B - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE ON A CURED PORTLAND CEMENT MORTAR SETTING BED WITH DRY-SET OR LATEX-PORTLAND CEMENT MORTAR; 2013.1.

D. ANSI A108.1C - SPECIFICATIONS FOR CONTRACTORS OPTION: INSTALLATION OF CERAMIC TILE IN THE WET-SET METHOD WITH PORTLAND CEMENT MORTAR OR INSTALLATION OF CERAMIC TILE ON A CURED PORTLAND CEMENT MORTAR BED WITH DRY-SET OR LATEX-PORTLAND CEMENT MORTAR; 2013.1.

E. ANSI A108.4 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE WITH ORGANIC ADHESIVES OR WATER CLEANABLE TILE-SETTING EPOXY ADHESIVE; 2013.1.

F. ANSI A108.5 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE WITH DRY-SET PORTLAND CEMENT MORTAR OR LATEX-PORTLAND CEMENT MORTAR; 2013.1.

G. ANSI A108.6 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE WITH CHEMICAL RESISTANT, WATER CLEANABLE TILE-SETTING AND -GROUTING EPOXY; 2013.1.

H. ANSI A108.8 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE WITH CHEMICAL RESISTANT FURAN RESIN MORTAR AND GROUT; 2013.1.

I. ANSI A108.9 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE WITH MODIFIED EPOXY EMULSION MORTAR/GROUT; 2013.1.

J. ANSI A108.10 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF GROUT IN TILEWORK; 2013.1.

K. ANSI A108.11 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INTERIOR INSTALLATION OF CEMENTITIOUS BACKER UNITS; 2013.1.

L. ANSI A108.12 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE WITH EGP (EXTERIOR GLUE PLYWOOD) LATEX-PORTLAND CEMENT MORTAR; 2013.1.

M. ANSI A108.13 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF LOAD BEARING, BONDED, WATERPROOF MEMBRANES FOR THIN-SET CERAMIC TILE AND DIMENSION STONE; 2013.1.

N. ANSI A118.3 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR CHEMICAL RESISTANT, WATER CLEANABLE TILE-SETTING AND -GROUTING EPOXY AND WATER CLEANABLE TILE-SETTING EPOXY ADHESIVE; 2013.1.

O. ANSI A118.4 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR MODIFIED DRY-SET CEMENT MORTAR; 2013.1.

P. ANSI A118.6 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR STANDARD CEMENT GROUTS FOR TILE INSTALLATION; 2013.1.

Q. ANSI A137.1 - AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR CERAMIC TILE - VERSION; 2013.1.

R. TCNA (HB) - HANDBOOK FOR CERAMIC, GLASS, AND STONE TILE INSTALLATION; 2013.1.

1.04 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, COLOR ARRANGEMENT, PERIMETER CONDITIONS, JUNCTIONS WITH DISSIMILAR MATERIALS, CONTROL AND EXPANSION JOINTS, THRESHOLDS, CERAMIC ACCESSORIES, AND SETTING DETAILS.

D. SAMPLES: MOUNT TILE AND APPLY GROUT ON TWO PLYWOOD PANELS, MINIMUM 18 X 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. MAINTENANCE DATA: INCLUDE RECOMMENDED CLEANING METHODS, CLEANING MATERIALS, STAIN REMOVAL METHODS, AND POLISHES AND WAXES.

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 TILE: 10 SQUARE FEET OF EACH SIZE, COLOR, AND SURFACE FINISH COMBINATION.

1.05 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 5 YEARS OF DOCUMENTED EXPERIENCE.

C. INSTALLER QUALIFICATIONS: COMPANY SPECIALIZING IN PERFORMING TILE INSTALLATION, WITH MINIMUM OF 5 YEARS OF DOCUMENTED EXPERIENCE.

1.06 MOCK-UP

A. SEE SECTION 014000 - QUALITY REQUIREMENTS, FOR GENERAL REQUIREMENTS FOR MOCK-UP.

B. CONSTRUCT TILE MOCK-UP WHERE INDICATED ON THE DRAWINGS, INCORPORATING ALL COMPONENTS SPECIFIED FOR THE LOCATION.
   1. MINIMUM SIZE OF MOCK-UP IS 10 SQ. FT.
   2. APPROVED MOCK-UP MAY REMAIN AS PART OF THE WORK.

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 OF 50 DEGREES F DURING INSTALLATION OF MORTAR MATERIALS.

PART 2 PRODUCTS

2.01 TILE

A. MANUFACTURERS: ALL PRODUCTS BY THE SAME MANUFACTURER.
   1. AMERICAN OLEAN CORPORATION: WWW.AMERICANOLEAN.COM.
   2. DAL-TILE CORPORATION: WWW.DALTILE.COM.
   3. EMSER TILE, LLC: WWW.EMSER.COM.
   4. SUBSTITUTIONS: SEE SECTION 016000 - PRODUCT REQUIREMENTS.

B. CERAMIC MOSAIC TILE: ANSI A137.1, AND AS FOLLOWS:
   1. UNGLAZED MOSAICS MANUFACTURED BY AMERICAN OLEAN OR APPROVED EQUIVALENT PRODUCT.
   2. MOISTURE ABSORPTION: 0 TO 0.5 PERCENT.
   3. SIZE AND SHAPE: 2 INCH SQUARE.
      A. THICKNESS: 1/4"
   4. EDGES: SQUARE.
   5. SURFACE FINISH: UNGLAZED.
   6. COLORS: THREE COLORS TO BE SELECTED FROM MANUFACTURER'S STANDARD RANGE.
      A. BLENDED; 30% GROUP 3, 70% GROUP 1.
   7. MOUNTED SHEET SIZE: 12 X 12 INCHES.

C. CERAMIC GLAZED WALL TILE: ANSI A137.1 AND AS FOLLOWS;
   1. WALL TILE MANUFACTURED BY AMERICAN OLEAN OR APPROVED EQUIVALENT PRODUCT.
   2. MOISTURE ABSORPTION: 3.0 TO 7.0 PERCENT
   3. SIZE AND SHAPE: 4 ¼” X 4. ¼”
   4. SURFACE FINISH: BRIGHT AND MATTE GLAZE.
   5. COLOR(S): TO BE SELECTED BY ARCHITECT FROM MANUFACTURER’S

STANDARD RANGE AND SHALL INCLUDE THREE AS FOLLOWS:
a. BLENDED: 40% GROUP 1; 40% GROUP 2; 20% GROUP 3
6. TRIM UNITS: MATCHING BEAD, BULLNOSE, COVE, ETC., AS REQUIRED.

2.02 TRIM AND ACCESSORIES

A. CERAMIC ACCESSORIES: GLAZED FINISH, SAME COLOR AND FINISH AS ADJACENT FIELD TILE; SAME MANUFACTURER AS TILE.

B. CERAMIC TRIM: MATCHING BULLNOSE, DOUBLE BULLNOSE, COVE BASE, AND COVE CERAMIC SHAPES IN SIZES COORDINATED WITH FIELD TILE.
1. APPLICATIONS: USE IN THE FOLLOWING LOCATIONS:
A. OPEN EDGES: BULLNOSE.
B. INSIDE CORNERS: JOINTED.
C. FLOOR TO WALL JOINTS: COVE BASE.
2. MANUFACTURER: SAME AS FOR TILE.

C. EDGE PROTECTOR: SCHLÜTER SYSTEMS, INC. STAINLESS STEEL, SIZE AS REQUIRED BY CONDITIONS WITH CAP PIECE.
1. INSTALL AT ALL INSIDE AND OUTSIDE CORNERS, AND AT ALL EXPOSED EDGES OF CERAMIC TILE.

2.03 SETTING MATERIALS

A. LATEX-PORTLAND CEMENT MORTAR BOND COAT: ANSI A118.4.
1. APPLICATION(S): USE THIS TYPE OF BOND COAT WHERE INDICATED AND WHERE NO OTHER TYPE OF BOND COAT IS INDICATED.
2. PRODUCTS:
A. ARDEX ENGINEERED CEMENTS; ARDEX X 77 MICROTEC: WWW.ARDEXAMERICAS.COM.
B. LATICRETE INTERNATIONAL, INC; LATICRETE 254 PLATINUM: WWW.LATICRETE.COM.
C. MAPEI CORPORATION: WWW.MAPEI.COM.
D. SUBSTITUTIONS: SEE SECTION 016000 - PRODUCT REQUIREMENTS.

B. EPOXY ADHESIVE AND MORTAR BOND COAT: ANSI A118.3.
1. APPLICATIONS: WHERE INDICATED.
2. PRODUCTS:
A. BOSTIK INC; PRODUCT: WWW.BOSTIK-US.COM.
B. LATICRETE INTERNATIONAL, INC; LATICRETE LATAPOXY 300 ADHESIVE: WWW.LATICRETE.COM.
C. MAPEI CORPORATION: WWW.MAPEI.COM.
D. SUBSTITUTIONS: SEE SECTION 016000 - PRODUCT REQUIREMENTS.

2.04 GROUTS

A. MANUFACTURERS:
1. ARDEX ENGINEERED CEMENTS: WWW.ARDEXAMERICAS.COM.
2. BOSTIK INC: WWW.BOSTIK-US.COM.
3. LATICRETE INTERNATIONAL, INC; LATICRETE PERMACOLOR GROUT: WWW.LATICRETE.COM.
4. MAPEI CORPORATION: WWW.MAPEI.COM.
5. SUBSTITUTIONS: SEE SECTION 016000 - PRODUCT REQUIREMENTS.

B. STANDARD GROUT: ANSI A118.6 STANDARD CEMENT GROUT.

1. APPLICATIONS: USE THIS TYPE OF GROUT WHERE INDICATED AND WHERE NO OTHER TYPE OF GROUT IS INDICATED.
2. USE SANDED GROUT FOR JOINTS 1/8 INCH WIDE AND LARGER; USE UNSANDED GROUT FOR JOINTS LESS THAN 1/8 INCH WIDE.
3. COLOR(S): AS SELECTED BY SANDBERG KESSLER FROM MANUFACTURER'S FULL LINE.

PART 3 EXECUTION

3.01 EXAMINATION

A. VERIFY THAT SUB-FLOOR 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 SUB-FLOOR SURFACES ARE DUST-FREE AND FREE OF SUBSTANCES THAT COULD IMPAIR BONDING OF SETTING MATERIALS TO SUB-FLOOR SURFACES.

D. VERIFY THAT CONCRETE SUB-FLOOR SURFACES ARE READY FOR TILE INSTALLATION BY TESTING FOR MOISTURE EMISSION RATE AND ALKALINITY; OBTAIN INSTRUCTIONS IF TEST RESULTS ARE NOT WITHIN LIMITS RECOMMENDED BY TILE MANUFACTURER AND SETTING MATERIALS 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.

3.03 INSTALLATION - GENERAL

A. INSTALL TILE, THRESHOLDS, AND STAIR TREADS AND GROUT IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF ANSI A108.1A THRU A108.13, MANUFACTURER'S INSTRUCTIONS, AND TCNA (HB) RECOMMENDATIONS.

B. LAY TILE TO PATTERN INDICATED. DO NOT INTERRUPT TILE PATTERN THROUGH OPENINGS.

C. CUT AND FIT TILE TO PENETRATIONS THROUGH TILE, LEAVING SEALANT JOINT SPACE. FORM CORNERS AND BASES NEATLY. ALIGN FLOOR JOINTS.

D. 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.

E. FORM INTERNAL ANGLES SQUARE AND EXTERNAL ANGLES BULLNOSED.

F. INSTALL CERAMIC ACCESSORIES RIGIDLY IN PREPARED OPENINGS.

G. INSTALL THRESHOLDS WHERE INDICATED.

H. SOUND TILE AFTER SETTING. REPLACE HOLLOW SOUNDING UNITS.

I. KEEP EXPANSION JOINTS FREE OF ADHESIVE OR GROUT. APPLY SEALANT TO JOINTS.

J. PRIOR TO GROUTING, ALLOW INSTALLATION TO COMPLETELY CURE; MINIMUM OF 48 HOURS.

K. GROUT TILE JOINTS. USE STANDARD GROUT UNLESS OTHERWISE INDICATED.

L. APPLY SEALANT TO JUNCTION OF TILE AND DISSIMILAR MATERIALS AND JUNCTION OF DISSIMILAR PLANES.

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.

3.05 INSTALLATION - WALL TILE

A. OVER COATED GLASS MAT BACKER BOARD ON STUDS, INSTALL IN ACCORDANCE WITH TCNA (HB) METHOD W245.

3.06 CLEANING

A. CLEAN TILE AND GROUT SURFACES.

3.07 PROTECTION

A. DO NOT PERMIT TRAFFIC OVER FINISHED FLOOR SURFACE FOR 4 DAYS AFTER INSTALLATION.

END OF SECTION

SECTION 09 51 00

SUSPENDED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. SUSPENDED METAL GRID CEILING SYSTEM.

B. ACOUSTICAL UNITS.

1.02 REFERENCE STANDARDS

A. ASTM C635/C635M - STANDARD SPECIFICATION FOR THE MANUFACTURE, PERFORMANCE, AND TESTING OF METAL SUSPENSION SYSTEMS FOR ACOUSTICAL TILE AND LAY-IN PANEL CEILINGS; 2013A.

B. ASTM C636/C636M - STANDARD PRACTICE FOR INSTALLATION OF METAL CEILING SUSPENSION SYSTEMS FOR ACOUSTICAL TILE AND LAY-IN PANELS; 2013.

C. ASTM E1264 - STANDARD CLASSIFICATION FOR ACOUSTICAL CEILING PRODUCTS; 2014.

1.03 ADMINISTRATIVE REQUIREMENTS

A. SEQUENCE WORK TO ENSURE ACOUSTICAL CEILINGS ARE NOT INSTALLED UNTIL BUILDING IS ENCLOSED, SUFFICIENT HEAT IS PROVIDED, DUST GENERATING ACTIVITIES HAVE TERMINATED, AND OVERHEAD WORK IS COMPLETED, TESTED, AND APPROVED.

B. DO NOT INSTALL ACOUSTICAL UNITS UNTIL AFTER INTERIOR WET WORK IS DRY.

1.04 SUBMITTALS

A. SEE SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.

B. PRODUCT DATA: PROVIDE DATA ON SUSPENSION SYSTEM COMPONENTS.

C. SAMPLES: SUBMIT TWO SAMPLES 4 INCH BY 4 INCH IN SIZE ILLUSTRATING MATERIAL AND FINISH OF ACOUSTICAL UNITS.

D. MAINTENANCE MATERIALS: FURNISH THE FOLLOWING FOR OWNER'S USE IN MAINTENANCE OF PROJECT.

1. SEE SECTION 01 60 00 - PRODUCT REQUIREMENTS, FOR ADDITIONAL PROVISIONS.
2. EXTRA ACOUSTICAL UNITS: QUANTITY EQUAL TO 5 PERCENT OF TOTAL INSTALLED.

1.05 QUALITY ASSURANCE

A. SUSPENSION SYSTEM MANUFACTURER QUALIFICATIONS: COMPANY SPECIALIZING IN MANUFACTURING THE PRODUCTS SPECIFIED IN THIS SECTION WITH MINIMUM THREE YEARS DOCUMENTED EXPERIENCE.

B. ACOUSTICAL UNIT MANUFACTURER QUALIFICATIONS: COMPANY SPECIALIZING IN MANUFACTURING THE PRODUCTS SPECIFIED IN THIS SECTION WITH MINIMUM THREE YEARS DOCUMENTED EXPERIENCE.

1.06 FIELD CONDITIONS

A. MAINTAIN UNIFORM TEMPERATURE OF MINIMUM 60 DEGREES F, AND MAXIMUM HUMIDITY OF 40 PERCENT PRIOR TO, DURING, AND AFTER ACOUSTICAL UNIT INSTALLATION.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ACOUSTIC PANELS:
   1. ARMSTRONG WORLD INDUSTRIES, INC: WWW.ARMSTRONG.COM.
   2. CERTAINTEED CORPORATION; WWW.CERTAINTEED.COM.
   3. USG; WWW.USG.COM.
   4. SUBSTITUTIONS: SEE SECTION 01 60 00 - PRODUCT REQUIREMENTS.

B. SUSPENSION SYSTEMS:
   1. SAME AS FOR ACOUSTICAL UNITS.

2.02 ACOUSTICAL UNITS

A. ACOUSTICAL UNITS - GENERAL: ASTM E1264, CLASS A.

B. ACOUSTICAL TILE TYPE ACT-I: PAINTED MINERAL FIBER, ASTM E1264 TYPE III, WITH THE FOLLOWING CHARACTERISTICS:
   1. SIZE: 24 BY 24 INCHES.
   2. THICKNESS: 5/8 INCHES.
   3. COMPOSITION: WATER FELTED.
   4. LIGHT REFLECTANCE:.90 PERCENT, DETERMINED IN ACCORDANCE WITH ASTM E1264.
   5. NRC RANGE:.68 TO.72, DETERMINED IN ACCORDANCE WITH ASTM E1264.
   6. CEILING ATTENUATION CLASS (CAC): 35, DETERMINED IN ACCORDANCE WITH ASTM E1264.
   7. EDGE: SQUARE TEGULAR.
   8. SURFACE COLOR: WHITE.
   9. PRODUCTS:
      A. OPTIMA BY ARMSTRONG WORLD INDUSTRIES.

C. ACOUSTICAL TILE TYPE ACT-2: VINYL FACED MINERAL FIBER, ASTM E1264 TYPE IV, WITH THE FOLLOWING CHARACTERISTICS:
   1. SIZE: 24 BY 24 INCHES.
   2. THICKNESS: 5/8 INCHES.
   3. COMPOSITION: WATER FELTED.
   4. LIGHT REFLECTANCE: 0.78 PERCENT, DETERMINED IN ACCORDANCE WITH ASTM E1264.
   5. NRC RANGE: 68 TO 74, DETERMINED IN ACCORDANCE WITH ASTM E1264.
   6. CEILING ATTENUATION CLASS (CAC): 35, DETERMINED IN ACCORDANCE WITH ASTM E1264.
   7. EDGE: SQUARE.
   8. SURFACE COLOR: WHITE.
   9. PRODUCTS:
      A. CLEAN ROOM VL BY ARMSTRONG WORLD INDUSTRIES.

2.03 SUSPENSION SYSTEM(S)

A. SUSPENSION SYSTEMS - GENERAL: COMPLYING WITH ASTM C635/C635M; DIE CUT AND INTERLOCKING COMPONENTS, WITH STABILIZER BARS, CLIPS, SPLICES, AND PERIMETER MOLDINGS AS REQUIRED.

B. EXPOSED STEEL SUSPENSION SYSTEM: FORMED STEEL, COMMERCIAL QUALITY COLD ROLLED; INTERMEDIATE-DUTY.
   1. PROFILE: TEE; 15/16 INCH WIDE FACE.
   2. CONSTRUCTION: DOUBLE WEB.
   3. FINISH: WHITE PAINTED.

2.04 ACCESSORIES

A. SUPPORT CHANNELS AND HANGERS: GALVANIZED STEEL; SIZE AND TYPE TO SUIT APPLICATION, SEISMIC REQUIREMENTS, AND CEILING SYSTEM FLATNESS REQUIREMENT SPECIFIED.

B. PERIMETER MOLDINGS: SAME MATERIAL AND FINISH AS GRID.
   1. AT EXPOSED GRID: PROVIDE L-SHAPED MOLDING FOR MOUNTING AT SAME ELEVATION AS FACE OF GRID.

C. TOUCH-UP PAINT: TYPE AND COLOR TO MATCH ACOUSTICAL AND GRID UNITS.

PART 3 EXECUTION

3.01 EXAMINATION

A. VERIFY EXISTING CONDITIONS BEFORE STARTING WORK.

B. VERIFY THAT LAYOUT OF HANGERS WILL NOT INTERFERE WITH OTHER WORK.

3.02 INSTALLATION - SUSPENSION SYSTEM

A. RIGIDLY SECURE SYSTEM, INCLUDING INTEGRAL MECHANICAL AND ELECTRICAL COMPONENTS, FOR MAXIMUM DEFLECTION OF 1:360.

B. LOCATE SYSTEM ON ROOM AXIS ACCORDING TO REFLECTED PLAN.

C. INSTALL AFTER MAJOR ABOVE-CEILING WORK IS COMPLETE. COORDINATE THE LOCATION OF HANGERS WITH OTHER WORK.

D. HANG SUSPENSION SYSTEM INDEPENDENT OF WALLS, COLUMNS, DUCTS, PIPES AND CONDUIT. WHERE CARRYING MEMBERS ARE SPLICED, AVOID VISIBLE DISPLACEMENT OF FACE PLANE OF ADJACENT MEMBERS.

E. WHERE DUCTS OR OTHER EQUIPMENT PREVENT THE REGULAR SPACING OF HANGERS, REINFORCE THE NEAREST AFFECTED HANGERS AND RELATED CARRYING CHANNELS TO SPAN THE EXTRA DISTANCE.

F. DO NOT SUPPORT COMPONENTS ON MAIN RUNNERS OR CROSS RUNNERS IF WEIGHT CAUSES TOTAL DEAD LOAD TO EXCEED DEFLECTION CAPABILITY.

G. SUPPORT FIXTURE LOADS USING SUPPLEMENTARY HANGERS LOCATED WITHIN 6 INCHES OF EACH CORNER, OR SUPPORT COMPONENTS INDEPENDENTLY.

H. DO NOT ECCENTRICALLY LOAD SYSTEM OR INDUCE ROTATION OF RUNNERS.

I. PERIMETER MOLDING: INSTALL AT INTERSECTION OF CEILING AND VERTICAL SURFACES AND AT JUNCTIONS WITH OTHER INTERRUPTIONS.
   1. USE LONGEST PRACTICAL LENGTHS.
   2. OVERLAP AND RIVET CORNERS.

3.03 INSTALLATION - ACOUSTICAL UNITS

A. INSTALL ACOUSTICAL UNITS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

B. FIT ACOUSTICAL UNITS IN PLACE, FREE FROM DAMAGED EDGES OR OTHER DEFECTS DETRIMENTAL TO APPEARANCE AND FUNCTION.

C. FIT BORDER TRIM NEATLY AGAINST ABUTTING SURFACES.

D. INSTALL UNITS AFTER ABOVE-CEILING WORK IS COMPLETE.

E. INSTALL ACOUSTICAL UNITS LEVEL, IN UNIFORM PLANE, AND FREE FROM TWIST, WARP, AND DENTS.

F. CUTTING ACOUSTICAL UNITS:
   1. MAKE FIELD CUT EDGES OF SAME PROFILE AS FACTORY EDGES.
   2. DOUBLE CUT AND FIELD PAINT EXPOSED REVEAL EDGES.

3.04 TOLERANCES

A. MAXIMUM VARIATION FROM FLAT AND LEVEL SURFACE: 1/8 INCH IN 10 FEET.

B. MAXIMUM VARIATION FROM PLUMB OF GRID MEMBERS CAUSED BY ECCENTRIC LOADS: 2 DEGREES.

END OF SECTION

SECTION 09 65 00
RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. RESILIENT TILE FLOORING.

B. RESILIENT BASE.

C. INSTALLATION ACCESSORIES.

1.02 RELATED REQUIREMENTS

A. SECTION 03 30 00 - CAST-IN-PLACE CONCRETE: RESTRICTIONS ON CURING COMPOUNDS FOR CONCRETE SLABS AND FLOORS.

1.03 REFERENCE STANDARDS

A. ASTM E648 - STANDARD TEST METHOD FOR CRITICAL RADIANT FLUX OF FLOOR-COVERING SYSTEMS USING A RADIANT HEAT ENERGY SOURCE; 2014C.

B. ASTM F710 - STANDARD PRACTICE FOR PREPARING CONCRETE FLOORS TO RECEIVE RESILIENT FLOORING; 2011.

C. ASTM F1066 - STANDARD SPECIFICATION FOR VINYL COMPOSITION FLOOR TILE; 2004 (REAPPROVED 2014).

D. ASTM F1861 - STANDARD SPECIFICATION FOR RESILIENT WALL BASE; 2008 (REAPPROVED 2012).

E. ASTM F2034 - STANDARD SPECIFICATION FOR SHEET LINOLEUM FLOOR COVERING; 2008 (REAPPROVED 2013).

F. NFPA 253 - STANDARD METHOD OF TEST FOR CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS USING A RADIANT HEAT ENERGY SOURCE; 2015.

G. RFCI (RWP) - RECOMMENDED WORK PRACTICES FOR REMOVAL OF RESILIENT FLOOR COVERINGS; RESILIENT FLOOR COVERING INSTITUTE; OCTOBER 2011.

1.04 SUBMITTALS

A. SEE SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS, FOR SUBMITTAL PROCEDURES.

B. PRODUCT DATA: PROVIDE DATA ON SPECIFIED PRODUCTS, DESCRIBING PHYSICAL AND PERFORMANCE CHARACTERISTICS; INCLUDING SIZES, PATTERNS AND COLORS AVAILABLE; AND INSTALLATION INSTRUCTIONS.

C. SELECTION SAMPLES: SUBMIT MANUFACTURER'S COMPLETE SET OF COLOR SAMPLES FOR ARCHITECT'S INITIAL SELECTION.

D. VERIFICATION SAMPLES: SUBMIT TWO SAMPLES, __12__BY_12___ INCH IN SIZE ILLUSTRATING COLOR AND PATTERN FOR EACH RESILIENT FLOORING PRODUCT SPECIFIED.

E. CONCRETE TESTING STANDARD: SUBMIT A COPY OF ASTM F710.

F. CERTIFICATION: PRIOR TO INSTALLATION OF FLOORING, SUBMIT WRITTEN CERTIFICATION BY FLOORING MANUFACTURER AND ADHESIVE MANUFACTURER THAT CONDITION OF SUB-FLOOR IS ACCEPTABLE.

G. MAINTENANCE DATA: INCLUDE MAINTENANCE PROCEDURES, RECOMMENDED MAINTENANCE MATERIALS, AND SUGGESTED SCHEDULE FOR CLEANING, STRIPPING, AND RE-WAXING.

H. MAINTENANCE MATERIALS: FURNISH THE FOLLOWING FOR OWNER'S USE IN MAINTENANCE OF PROJECT.
   1. SEE SECTION 01 60 00 - PRODUCT REQUIREMENTS, FOR ADDITIONAL PROVISIONS.
   2. EXTRA FLOORING MATERIAL: 40 SQUARE FEET OF EACH TYPE AND COLOR.
   3. EXTRA WALL BASE: 10 LINEAR FEET OF EACH TYPE AND COLOR.

1.05 DELIVERY, STORAGE, AND HANDLING

A. UPON RECEIPT, IMMEDIATELY REMOVE ANY SHRINK-WRAP AND CHECK MATERIALS FOR DAMAGE AND THE CORRECT STYLE, COLOR, QUANTITY AND RUN NUMBERS.

B. STORE ALL MATERIALS OFF OF THE FLOOR IN AN ACCLIMATIZED, WEATHER-TIGHT SPACE.

C. MAINTAIN TEMPERATURE IN STORAGE AREA BETWEEN 55 DEGREES F AND 90 DEGREES F.

D. PROTECT ROLL MATERIALS FROM DAMAGE BY STORING ON END.

1.06 FIELD CONDITIONS

A. STORE MATERIALS FOR NOT LESS THAN 48 HOURS PRIOR TO INSTALLATION IN AREA OF INSTALLATION AT A TEMPERATURE OF 70 DEGREES F TO ACHIEVE TEMPERATURE STABILITY. THEREAFTER, MAINTAIN CONDITIONS ABOVE 55 DEGREES F.

PART 2 PRODUCTS

2.01 TILE FLOORING

A. LUXURY VINYL TILE: HETEROGENEOUS POLYVINYL CHLORIDE FLOOR COVERING.
   1. MANUFACTURER:
      A. KARNDEAN DESGIN FLOORING: WWW.KARNDEAN.COM
   2. MINIMUM REQUIREMENTS: ASTM F1700 – STANDARD SPECIFICATION FOR SOLID VINYL FLOOR TILES: CLASS III, TYPE B.
   3. CRITICAL RADIANT FLUX (CRF): CLASS 1, ASTM E 648/NFPA 258, STANDARD TEST METHOD.
   4. SMOKE DENSITY: 450 OR LESS, ASTM E 662/NFPA 258, STANDARD TEST METHOD.
   5. PRODUCT: DA VINCI, HEAVY DUTY COMMERCIAL.
   6. SIZE: 12 INCH X 18 INCH
   7. 30 MIL WEAR LAYER, 3MM THICKNESS.
   8. LAYING PATTERN: STAGGERED, BRICK BOND
   9. COLOR: TO BE SELECTED BY ARCHITECT FROM MANUFACTURER’S FULL RANGE FOR THE PRODUCT SERIES REFERENCED.
   10. 20 YEAR COMMERCIAL WARRANTY.

2.02 ACCESSORIES

A. SUBFLOOR FILLER: WHITE PREMIX LATEX; TYPE RECOMMENDED BY ADHESIVE MATERIAL MANUFACTURER.

B. PRIMERS, ADHESIVES, AND SEAM SEALER: WATERPROOF; TYPES RECOMMENDED BY FLOORING MANUFACTURER.

C. MOLDINGS, TRANSITION AND EDGE STRIPS: TS RUBBER, VULCANIZED THERMOSET. PROVIDE ALL AREAS WHERE FLOORING MATERIALS CHANGE TYPE..

D. SEALER AND WAX: TYPES AS RECOMMENDED BY FLOORING MANUFACTURER.

PART 3 EXECUTION

3.01 EXAMINATION

A. VERIFY THAT SURFACES ARE FLAT TO TOLERANCES ACCEPTABLE TO FLOORING MANUFACTURER, FREE OF CRACKS THAT MIGHT TELEGRAPH THROUGH FLOORING, CLEAN, DRY, AND FREE OF CURING COMPOUNDS, SURFACE HARDENERS, AND OTHER CHEMICALS THAT MIGHT INTERFERE WITH BONDING OF FLOORING TO SUBSTRATE.

B. VERIFY THAT WALL SURFACES ARE SMOOTH AND FLAT WITHIN THE TOLERANCES SPECIFIED FOR THAT TYPE OF WORK, ARE DUST-FREE, AND ARE READY TO RECEIVE RESILIENT BASE.

C. CEMENTITIOUS SUB-FLOOR SURFACES: VERIFY THAT SUBSTRATES ARE DRY ENOUGH AND READY FOR RESILIENT FLOORING INSTALLATION BY TESTING FOR MOISTURE AND PH.
   1. TEST IN ACCORDANCE WITH ASTM F710.
   2. OBTAIN INSTRUCTIONS IF TEST RESULTS ARE NOT WITHIN LIMITS RECOMMENDED BY RESILIENT FLOORING MANUFACTURER AND ADHESIVE MATERIALS MANUFACTURER.

3.02 PREPARATION

A. REMOVE EXISTING RESILIENT FLOORING AND FLOORING ADHESIVES; FOLLOW THE RECOMMENDATIONS OF RFCI (RWP).

B. PREPARE FLOOR SUBSTRATES AS RECOMMENDED BY FLOORING AND ADHESIVE MANUFACTURERS.

C. REMOVE SUB-FLOOR RIDGES AND BUMPS. FILL MINOR LOW SPOTS, CRACKS, JOINTS, HOLES, AND OTHER DEFECTS WITH SUB-FLOOR FILLER TO ACHIEVE SMOOTH, FLAT, HARD SURFACE.

D. PROHIBIT TRAFFIC UNTIL FILLER IS FULLY CURED.

E. CLEAN SUBSTRATE.

F. APPLY PRIMER AS REQUIRED TO PREVENT "BLEED-THROUGH" OR INTERFERENCE WITH ADHESION BY SUBSTANCES THAT CANNOT BE REMOVED.

3.03 INSTALLATION

A. STARTING INSTALLATION CONSTITUTES ACCEPTANCE OF SUB-FLOOR CONDITIONS.

B. INSTALL IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

C. SPREAD ONLY ENOUGH ADHESIVE TO PERMIT INSTALLATION OF MATERIALS BEFORE INITIAL SET.

D. FIT JOINTS AND BUTT SEAMS TIGHTLY.

E. SET FLOORING IN PLACE, PRESS WITH HEAVY ROLLER TO ATTAIN FULL ADHESION.

F. WHERE TYPE OF FLOOR FINISH, PATTERN, OR COLOR ARE DIFFERENT ON OPPOSITE SIDES OF DOOR, TERMINATE FLOORING UNDER CENTERLINE OF DOOR.

G. INSTALL EDGE STRIPS AT UNPROTECTED OR EXPOSED EDGES, WHERE FLOORING TERMINATES, AND WHERE INDICATED.

H. SCRIBE FLOORING TO WALLS, COLUMNS, CABINETS, FLOOR OUTLETS, AND OTHER APPURTENANCES TO PRODUCE TIGHT JOINTS.

3.04 TILE FLOORING

A. MIX TILE FROM CONTAINER TO ENSURE SHADE VARIATIONS ARE CONSISTENT WHEN TILE IS PLACED, UNLESS OTHERWISE INDICATED IN MANUFACTURER'S INSTALLATION INSTRUCTIONS.

B. LAY FLOORING WITH JOINTS AND SEAMS PARALLEL TO BUILDING LINES TO PRODUCE SYMMETRICAL TILE PATTERN.

C. INSTALL TILE TO BASKET WEAVE PATTERN. ALLOW MINIMUM 1/2 FULL SIZE TILE WIDTH AT ROOM OR AREA PERIMETER.

3.05 CLEANING

A. REMOVE EXCESS ADHESIVE FROM FLOOR, BASE, AND WALL SURFACES WITHOUT DAMAGE.

B. CLEAN IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

3.06 PROTECTION

A. PROHIBIT TRAFFIC ON RESILIENT FLOORING FOR 48 HOURS AFTER INSTALLATION.

END OF SECTION

SECTION 09 91 23 – INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints, stains, and varnishes.

C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.

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. Acoustical materials, unless specifically indicated.
   12. Concealed pipes, ducts, and conduits.

1.02 DEFINITIONS

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

1.03 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; 2014.

C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.

D. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; current edition, www.paintinfo.com.

E. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition, www.paintinfo.com.

F. SSPC V1 (PM1) - Good Painting Practice: Painting Manual, Volume 1; Fourth Edition.

G. SSPC-SP 1 - Solvent Cleaning; 2015.

H. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

1.04 SUBMITTALS

A. 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. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

B. Samples: Submit two paper chip samples, __2__by__2__ inch in size illustrating range of colors available for each surface finishing product scheduled.

C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
   2. Label each container with color in addition to the manufacturer's label.

1.05 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.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. 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 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes from the same manufacturer to the greatest extent possible.

B. Paints:
   1. Sherwin-Williams Company: www.sherwin-williams.com.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
   1. 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.
   2. 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.
   3. Supply each paint material in quantity required to complete entire project's work from a single production run.
   4. 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:
   1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
      a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
      b. Architectural coatings VOC limits of the State in which the Project is located.
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

C. Colors: To be selected from manufacturer's full range of available colors.
   1. Selection to be made by Architect after award of contract.
   2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
   3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry units, wood, plaster, uncoated steel, shop primed steel, galvanized steel, and aluminum.
   1. Two top coats and one coat primer.
   2. Top Coat(s): Interior Latex ; MPI #43, 44, 52, 53, 54, or 114.
      a. Products:
         1) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Flat.
         2) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Semi-Gloss. (MPI #43)
         3) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Low Sheen. (MPI #44)
         4) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Eg-Shel. (MPI #52)

3. Top Coat Sheen:
   a. Flat: MPI gloss level 1; use this sheen for ceilings and other overhead surfaces.
   b. Match existing sheen where blending into existing conditions and matching existing adjacent painted surfaces.
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. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

C. Test shop-applied primer for compatibility with subsequent cover materials.

D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Gypsum Wallboard: 12 percent.
   2. Plaster and Stucco: 12 percent.
   3. Masonry, Concrete, and Concrete Masonry Units : 12 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:

H. Masonry:

I. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

J. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

K. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.

L. Galvanized Surfaces:

M. Ferrous Metal:
   1. Solvent clean according to SSPC-SP1.
   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 using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.

N. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

O. Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

P. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.

Q. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

E. Sand wood and metal surfaces lightly between coats to achieve required finish.

F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

G. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. Owner will provide 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 10 28 00 – TOILET AND BATH ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Mirrors
   2. Grab bars

1.2 QUALTIY ASSURANCE

A. Source Limitations: For products listed together in the same Part 2 articles, obtain products from single source from single manufacturer.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include the following:

   1. Construction details and dimensions.
   2. Anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
   3. Material and finish descriptions.
   4. Features that will be included for Project.
   5. Manufacturer's warranty.

B. Samples: Full size, for each accessory item to verify design, operation, and finish requirements.

   1. Approved full-size Samples will be returned and may be used in the Work.

C. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

   1. Identify locations using room designations indicated.
   2. Identify products using designations indicated.

D. Maintenance Data: For toilet and bath accessories to include in maintenance manuals.

E. Warranty: Sample of special warranty.

1.4 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.5 WARRANTY

A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch minimum nominal thickness unless otherwise indicated.

B. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

C. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.

D. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 1/4” thick.

E. Keys: Provide 2 keys for each accessory to Owner for all lockable accessories.

2.2 RESTROOM ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Bobrick Washroom Equipment, Inc
2. Bradley Corporation
3. A & J Washroom Accessories, Inc.
4. American Specialties, Inc.

B. Mirror Unit
1. Basis-of-Design Product: American Specialties, Inc. Model 0600 or equal
2. Frame: Type 430 stainless-steel channel with one-piece 90 º mitered corners.
3. Hangers: Produce rigid, tamper- and theft-resistant installation, using method indicated below.
   a. “H” wall bracket of galvanized steel, equipped with corrosion protected allen head locking screws.

4. Mirror: No. 1 quality, ¼" thick plate glass quality polished, silver coated and hermetically sealed with a uniform coating of electrolytic copper plating, and warrantied against silver spoilage for 15 years.
5. Size: As indicated on the Drawings.
6. Material and Finish: 18-8, 18 gauge Stainless Steel, Type 304 with No. 4 Satin Finish.

C. Grab bars – Horizontal and Vertical
1. Basis-of-design Product: American Specialties, Inc. Model No. 3800 or equal
2. 1-1/2" diameter tubing.
3. Snap-On Concealed mounting flange 1/8" thick stainless steel plate.
4. Material and Finish: 18 gauge Stainless Steel, Type 304 with No. 4 Satin Finish.

2.3 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.

B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION

SECTION 12 32 16 - PLASTIC LAMINATE CASEWORK

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SCOPE OF WORK

A. Provide all custom and manufactured plastic laminate casework and accessory items as specified herein. Refer to plans for specific details and requirements.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Countertops, see Section 12 36 00

B. Blocking within walls: Section 061000

C. Sinks, faucets, fittings, traps, stops, tail pieces, vacuum breakers, and other fixtures, electrical and mechanical runs and connections: Division 22 and 26.

D. Fixture installation/services connections: Setting and installation of equipment and fixtures, and related utility connections, are provided under the other sections of the Project Specification governing that utility.

1.04 SUBMITTALS

A. Submit CAD generated shop drawings created by manufacturer for approval. Show materials, dimensions, cabinet-cut details, and sink locations.

B. Samples of colors shall be submitted upon award of contract for selection and coordination with other suppliers.

1.05 GUARANTEE

A. Guarantee: All materials shall be guaranteed for a period of 5 years from manufacturer's defects and workmanship.

1.06 MANUFACTURERS

A. Drawings and specifications are based upon casework as manufactured by LSI Corporation of America, Inc. Construction and design shall be Executive Series.

B. Equivalent products of the following manufacturers will be among those considered acceptable:
   1. Tru Built Company
   2. TMI Systems Design Corporation
   3. Case Systems
   4. Substitutions: Section 016000 - Product Requirements.

1.07 QUALIFICATIONS

A. Manufacturers requesting approval shall submit evidence of at least 5 years experience and installations for similar type of project. Manufacturers shall also show evidence of financial stability, plant facilities, catalogs, and specifications. Full-sized samples, catalogs, and specifications shall be submitted with written request along with detailed list of compliance and deviations from these documents for approval. Samples may be impounded by Owner and retained until completion of job for verification and compliance of specifications.

B. In addition to the above requirements, manufacturers requesting approval shall, at the same time, submit certified product test data in accordance with ANSI A161.1-1980, NEMA LD3-1991, and general static load testing performed and certified by an independent testing agency, covering the following areas of product performance, with these minimum results:

1. Base cabinet construction/racking test: 800 lbs.
2. Cabinet front joint loading test: 425 lbs.
3. Wall cabinet static load test: 2,200 lbs.
4. Drawer front joint loading test: 600 lbs.
5. Drawer construction/static load test: 600 lbs.
6. Cabinet adjustable shelf support device/static load test: 300 lbs.
7. Particleboard screw holding power: 350 lbs.

C. The following performance details are project requirements and must be met by all Manufacturers.
   1. ADA-Americans with Disabilities Act Requirements: The special requirements specified herein shall be met, where specifically indicated on architectural plans as "ADA", or by General Note. To be in compliance with Federal Register Volume 56, No. 144, Rules and Regulations.
   2. Lamination System: Doors, finished end panels, and other decorative exterior laminate surfaces shall be composed of minimum 3/4 inch core, laminated exterior with.030 inch high pressure plastic laminate, and interior with.020 inch high pressure cabinet liner. Lamination with hybrid P.V.A. Type III water resistant adhesives. Total thickness 13/16”.
   3. Structural Cabinet Body: Cabinet backs shall be minimum 3/8 inch thick, inset from rear of body, fully housed four sides, and back-shimmed. Provide 3/4 inch thick stiffeners glued and fastened to back/body as specified herein. Back perimeter and stiffeners to be fully sealed with adhesive.
   4. Interior Space: All cabinets shall have clear span interiors. No vertical dividers allowed unless by specified architectural design.
   5. Heavy Components: Wall cabinet tops and bottoms, and all bookstack shelves shall be minimum 1 inch thick, for additional load support. Shelves in door cabinets 30 inches wide and over shall be 1 inch thick. Shelves in open cabinets, regardless of width, shall be 1 inch thick.
   6. Structural Drawer Body: Drawer body material shall be multi-directional fiberboard with bottom recessed, captured all four sides and sealed with hot melt adhesive. Provide under body stiffener as specified herein. Particleboard bodies and/or surface applied bottoms are not acceptable.
   7. Drawer Suspension: Drawer slides shall be self-closing design, epoxy power coated, with positive instop, outstop, and out-keeper. Dynamic (operational) load rating to be minimum 100 lbs. Minimum 150 lb. static load rating.
   8. Structural Cabinet Support: Cabinet sub base shall be of a separate and continuous ladder-type platform design leveled and floor mounted prior to cabinet body placement. Material to be exterior grade plywood. No cabinet sides-to-floor will be allowed.

D. Architect's opinion and decision shall be final in the evaluation of manufacturer's products for approval.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Laminated Plastics/Finishes:
   1. High pressure plastic laminate,.030 inch thickness, for exterior cabinet surfaces shall meet NEMA LD3-1991 GP28 standards including thickness.
   2. Exterior Color Selection Available:
      a. Standard finish laminate from casework manufacturer's standard stock colors consisting of wood grain patterns.

b. Direction of wood grain to be vertical on door, end panels, fascia panels, and exposed backs; horizontal on drawer faces, aprons, and top rails.
d. Plastic Laminate shall be type 107; Flame spread <40, Smoke developed <100

3. Plastic Laminate Balancing Sheet: White high pressure cabinet liner,.020 inch thickness shall meet NEMA LD3-1991 CL 20 standards. Use for balancing exterior surface laminates.
4. Pressure Fused Laminate:
   a. Melamine resin impregnated, 80 gram PSM minimum, surface laminated to core under pressure.
   b. Shall meet NEMA LD3.3-1991 GP28 standards and NEMA LD3-1991 CL20 standards.
   c. White pressure fused laminate for cabinet interiors behind door and drawers, interiors of all open cabinets, and underside of wall cabinet.
   d. Shall be balanced at all concealed surfaces with phenolic backer. Unsurfaced coreboard not allowed.

B. High Performance Particle Board Core:
1. Particleboard to be 47 lb. density, of balanced 3-ply construction with moisture content not to exceed 8%. Particleboard shall conform to ANSI A208.1-1993, type M-3.
2. Particleboard cabinet components to be of the following minimum core thicknesses prior to lamination:
   a. 3/8": cabinet backs and drawer bottoms.
   b. 1/2": dividers, as detailed.
   c. 3/4": base and tall cabinet tops and bottoms, cabinet sides, drawer spreaders, door, drawer head, cabinet back rear hangstrips, dividers as detailed, exposed cabinet backs.
   d. 1": wall cabinet tops and bottoms, door-cabinet shelving 30 inch width and over, exposed cabinet shelving and off-wall shelving of all widths.

C. Fiberboard Core:
1. Uniform, medium density conforming to ANSI A208.2, shall meet the following minimum standards:
   a. Screw holding, face: 355 lbs.
   b. Screw holding, edge: 300 lbs.
   c. Modulus of rupture: 4,500 psi
   d. Modulus of elasticity: 500,000 psi
   e. Internal bond: 100 psi
2. Fiberboard components to be of the following minimum core thicknesses prior to lamination:
   a. 1/2": drawer sides, subfront and back. Drawer under bottom stiffeners.
   b. 3/4": framed glass door.

D. Edging type(s). Provide following in accordance with Paragraph 2.01.E., "Edging Locations":
1. FlatEdge PVC,.020 inch. Solid, high impact, purified, color-thru, acid resistant PVC edging machine-applied with hot melt adhesives, automatically trimmed face, back and corners for uniform appearance. Color/woodgrain to match pattern of door/drawer faces.

E. Edging Locations. Provide the above specified edging types at the following locations, of the following colors:
1. Door/Drawer front edge:
   a. .02” PCV/ABS to match woodgrain patterns of door/drawer faces.

2. Cabinet body edge, including door/drawer front spacer rail:
   a. FlatEdge PVC, color matched to door/drawer face.
3. Interior body component edging, interior dividers, top of drawer body, shelf:
   a. FlatEdge PVC to match cabinet interior surface color.

F. Hardware:
1. Hinges:
   a. Concealed hinges of heavy gauge metal construction, 200,000 open/close cycle test, with hinge manufacturer's lifetime material replacement guarantee. 170 degree swing. Fully adjustable for clockwise, counter-clockwise, toe in and out door alignment. Provide base plates to maintain 1/8 inch reveals between door/drawers within the same cabinet, and between doors of adjoining cabinets. Doors to be self-closing, and fitted with silencer bumpers.
2. Pulls:
   a. Wire design, LH-321 4 inch, in Chrome finish.
3. Drawer Slides:
   a. Standard Drawers: LSI Lab Series Slide, LH-376, self-closing design, White epoxy powder coated with positive in-stop, out-stop, and out-keeper to maintain drawer in 80% open position. Captive nylon rollers, front and rear. Minimum 100 lb. dynamic load rating at 50,000 cycles. Minimum 150 lb. static load rating.
   b. File Drawers: Full extension, 3-part progressive opening slide, minimum 100 lb., zinc plated or epoxy coated at manufacturer's option.
   c. File Drawer Accessory: Knape & Vogt No. 476 follower and track assembly, or Pendaflex rack, as Architect selected.
   d. Paper Storage Drawers: Full extension, 3-part progressive opening slide, minimum 100 lb., zinc plated or epoxy coated at manufacturer's option.
4. Locks: To be disc tumbler lock keyed alike and master keyed. Dull chrome finish.
   a. Hinged doors and drawers, National Lock No. M4-7054
   b. Provide locks as indicated on drawings.

2.02 CONSTRUCTION

A. Detailed Requirements for Cabinet Construction:
1. Sub-Base:
   a. Cabinet Sub-base: To be separate and continuous (no cabinet body sides-to-floor), water resistant exterior grade plywood with concealed fastening to cabinet bottom. Ladder-type construction of front, back and intermediates to form a secure and level platform to which cabinets attach.
2. Cabinet Top and Bottom:
   a. Solid sub-top to be furnished for all base and tall cabinets.
   b. Wall cabinet and library stack bottoms and tops to be 1 inch thick.
   c. Exterior exposed wall cabinet bottoms to be Pressure Fused White laminate both sides. Assembly devices to be concealed on bottom side of wall cabinets.
3. Cabinet Ends:
   a. Holes drilled for adjustable shelves 1 1/4 inch on center.
   b. Exposed exterior cabinet ends to be laminated with high pressure plastic laminate, balanced with high pressure cabinet liner interior surface.
4. Fixed And Adjustable Shelves:
   a. Thickness: Behind doors, to be 3/4 inch to 27 inches wide. One inch shelving at 30 inch wide cabinet and over.

b. Thickness at all widths of open cabinets to be 1 inch.

5. Cabinet Backs:
   a. Cabinet back to be fully housed into sides, top, and bottom, recessed 7/8 inch from cabinet rear. Rear, unexposed, side of back to receive continuous bead of hot melt adhesive at joint between back and sides/top/bottom.
   b. Hang rails shall be glued to rear of cabinet back and mechanically fastened to cabinet sides. Provide minimum of 2 at base, 2 at wall, and 3 at tall cabinets.
   c. Exposed exterior backs to be high pressure plastic laminate balanced with high pressure cabinet liner.
6. Door And Drawer Fronts:
   a. Laminated door and drawer fronts to be 13/16 inch thick for all hinged and sliding doors. Drawer fronts and hinged doors are to overlay the cabinet body. Maintain a maximum 1/8 inch reveal between pairs of doors, between door and drawer front, or between multiple drawer fronts within the cabinet.
   b. Stile and Rail doors to be 13/16 inch thick with full 1/4 inch plate glass. Available hinged or sliding. All exposed lite-opening edges to be trimmed and glazed with extruded vinyl glazing bead.
7. Drawers:
   a. Drawer fronts shall be applied to separate drawer body component sub-front.
   b. Drawer sides shall be dadoed and glued to receive front and back, machine squared and held under pressure while hot melt glued and pinned together.
   c. Drawer bottom to be housed into front, sides, and back. Underside of drawer to receive continuous bead of hot melt adhesive at joint between bottom and back/sides/front for sealing and rigidity. Reinforce drawer bottoms with 1/2 inch x 4 inch front-to-back intermediate underbody stiffeners, hot melt glued and fastened. One at 24 inch, two at 36 inch, four at 48 inch.
   d. Paper storage drawers fitted with full width hood at back.
   e. All drawers shall have roller guides as specified herein.
8. Vertical and Horizontal Dividers: One of the following as indicated by cabinet number:
   a. Natural hardboard 1/4 inch thick, smooth both faces. Secured in cabinet with molded plastic clips.
   b. Pressure Fused laminate 3/4 inch thickness. Secured in cabinet with molded plastic clips or dowels.
9. Door/Drawer Front Rail: Provide minimum 3/4 inch x 6 inch x full width cabinet body rails immediately behind all door/drawer and multiple drawer horizontal joints to maintain exact body dimensions, close off reveal, and be locator for lock strikes.
10. ADA-Americans with Disabilities Act Requirements: The following special requirements shall be met, where specifically indicated on architectural plans as "ADA", or by General Note. To be in compliance with Federal Register Volume 56, No. 144, Rules and Regulations:
    a. Countertop height: with or without cabinet below, not to exceed a height of 34 inches A.F.F., (Above Finished Floor), at a surface depth of 24 inches.
    b. Kneespace clearance: to be minimum 27 inches A.F.F., and 30 inches clear span width.
    c. 12 inch deep shelving, adjustable or fixed: not to exceed a range from 9 inches A.F.F. to 54 inches A.F.F.
    d. Wardrobe cabinets: to be furnished with rod/shelf adjustable to 48 inches A.F.F. at a maximum 21 inch shelf depth.

e. Sink cabinet clearances: in addition to 10.a.,b. above, upper kneespace frontal depth to be no less than 8 inches, and lower toe frontal depth to be no less than 11 inches, at a point 9 inches A.F.F., and as further described in Volume 56, Section 4.19.

B. Workmanship:
1. All exposed exterior cabinet surfaces to be.030 inch high pressure laminate, color as selected from casework manufacturer's standards, minimum 53 colors/wood grains available. Laminate surface/ balancing liner to core under controlled conditions, by approved and regulated laminating methods to assure a premium lamination. Natural-setting hybrid P.V.A. Type III water resistant adhesives that cure through chemical reaction, containing no health or environmentally hazardous ingredients, are required. Methods requiring heat are not allowed; "contact" methods of laminating are not allowed.
2. Cabinet parts shall be accurately machined and bored for premium grade quality joinery construction utilizing automatic machinery to insure consistent sizing of modular components. End panels shall be doweled to receive bottom and top.
3. Back panel shall be fully housed into, and recessed 7/8 inch from the back of cabinet sides, top, and bottom to insure rigidity and a fully closed cabinet. Cabinet back shall be shimmed from rear of body for tight interior fit.
4. Drawer bottom shall be fully housed into and recessed 1/2 inch up from the bottom of sides, back and subfront. Sides of drawer shall be fully dadoed to receive drawer back, locked in fully to subfront, fastened with glue and mechanical fasteners.
5. 3/4 inch thick hang rails shall be glued to backside and mechanically fastened to end panels of all wall, base, and tall cabinets for extra rigidity and to facilitate installation.
6. Rear of cabinet back and underside of drawer bottom joints to receive a continuous bead of hot melt adhesive to add to unit body strength and develop moisture and vermin seal.
7. All cases shall be square, plumb, and true.
8. Case body and drawer workmanship and quality of construction shall be further evidenced by Independent Testing Laboratory results as described in 1.04.D.
9. Provide removable back panels and closure panels for plumbing access where shown on drawings.

2.03 EQUIPMENT

A. Plastic Laminate Casework: Refer to drawings for size, configuration and location.

PART 3 - EXECUTION

3.01 COORDINATION

A. Coordinate work of this Section with related work of other Sections as necessary to obtain proper installation of all items.

B. Verify site dimensions of cabinet locations in building prior to fabrication.

3.02 INSTALLATION

A. Storage and Protection: Casework shall be protected in transit. Store under cover in a ventilated building not exposed to extreme temperature and humidity changes. Do not store or install casework in building until concrete, masonry, and drywall/plaster work is dry.

B. Installers: Install casework under the supervision of the manufacturer's representative with factory-trained mechanics certified by manufacturer.

C. Workmanship:
1. Erect casework straight, level and plumb and securely anchor in place. Scribe and closely fit to adjacent work. Cut and fit work around pipes, ducts, etc.
2. Install all items complete and adjust all moving parts to operate properly.

3. Leave surface clean and free from defects at time of final acceptance.

D. Clean Up: Remove all cartons, debris, sawdust, scraps, etc., and leave spaces clean and all casework ready for Owner's use.

END OF SECTION

SECTION 12 36 00 - COUNTERTOPS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Countertops for manufactured casework.

B. Wall-hung counters and vanity tops.

1.02 RELATED REQUIREMENTS

A. Section 06 10 00 - Rough Carpentry: Blocking within walls.

B. Section 12 32 16 - Plastic Laminate Casework

C. Section 22 40 00 - Plumbing Fixtures: Sinks.

1.03 REFERENCE STANDARDS

A. ASTM D635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position; 2014.

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.

C. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

1.04 SUBMITTALS

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

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Specimen warranty.

C. Shop Drawings: Complete details of materials and installation.

D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.

E. Test Reports: Chemical resistance testing, showing compliance with specified requirements.

F. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.06 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 COUNTERTOP ASSEMBLIES

A. Plastic Laminate Countertops: High pressure decorative laminate sheet thermoset to core using catalyzed PVA glue with min. average pressure of 80 PSI at 180 degrees.

1. Laminate Sheet, Unless Otherwise Indicated: NEMA LD 3 - 2005 PF-42, Grade HGP, for postforming, 0.039 inch nominal thickness.
   a. Manufacturers:
      1) Formica Corporation: www.formica.com.
      2) Wilsonart, LLC: www.wilsonart.com.
      3) Arborite High Pressure Laminates.
      4) Substitutions: See Section 016000 - Product Requirements.
   b. Surface Burning Characteristics: Flame spread 25, maximum; smoke developed 450, maximum; when tested in accordance with ASTM E84.
   c. Finish: Matte or suede, gloss rating of 5 to 20.
   d. Surface Color and Pattern: As selected by Architect from the manufacturer's full line.
2. Exposed Edge Treatment: 1/8” full-edge wrapped plastic laminate, same as countertop, sized to completely cover edge of panel.
3. Back and End Splashes: Post formed integral backsplash, same plastic laminate material as countertop.

B. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
   1. Flat Sheet Thickness: 1/2 inch, minimum.
   2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISSFA-2 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
      a. Surface Burning Characteristics: Flame spread 25, maximum; smoke developed 450, maximum; when tested in accordance with ASTM E84.
      b. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
      c. Color and Pattern: As selected by Architect from manufacturer's full line.
      d. Manufacturers:
         1) Dupont Price Groups A, B or C: www.corian.com.
         2) Formica Corporation: www.formica.com.
         3) Wilsonart International, Inc: www.wilsonart.com.
   3. Other Components Thickness: 1/2 inch, minimum.
   4. Exposed Edge Treatment: 1/2" rounded eased top facing edge and 1/8” eased bottom facing edge with built up edge to be 1-1/2” minimum in height.
   4. Back and End Splashes: Same sheet material, eased square top; minimum 4 inches high.

2.02 ACCESSORY MATERIALS

A. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

B. Grommets: 2” diameter plastic with cover by Mockett or approved equal. Color as selected by Architect. Locate as indicated on plans.

2.03 FABRICATION

A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
   1. Join lengths of tops using best method recommended by manufacturer.
   2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
   3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.

B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
   1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
   2. Height: 4 inches, unless otherwise indicated.

C. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 PREPARATION

A. Clean surfaces thoroughly prior to installation.

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

3.03 INSTALLATION

A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.

B. Attach plastic laminate countertops using screws with minimum penetration into substrate board of 5/8 inch.

C. Attach epoxy resin countertops using compatible adhesive.

D. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.

B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.

C. Field Joints: 1/8 inch wide, maximum.

3.05 CLEANING

A. Clean countertops surfaces thoroughly.

3.06 PROTECTION

A. Protect installed products until completion of project.

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

END OF SECTION

SECTION 224223 - COMMERCIAL SHOWERS AND TUBS

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. Individual shower receptors.
2. Shower faucets.
3. Shower basins.
4. Tub and Surround
5. Grout.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for showers and basins.
2. Include rated capacities, operating characteristics, and furnished specialties and accessories.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For shower faucets to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 SHOWER FAUCETS

A. NSF Standard: Comply with NSF 61 Annex G, "Drinking Water System Components - Health Effects," for shower materials that will be in contact with potable water.

B. Shower Faucets SH-1:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. American Standard.
    b. Chicago Faucets; Geberit Company.
    c. Kohler Co.
    d. Moen Incorporated.
    e. POWERS; A WATTS Brand.
    f. Sloan Valve Company.
    g. Speakman Company.

2. Description: Single-handle, pressure-balance mixing valve with hot- and cold-water indicators; check stops; 59” metal shower hose, vacuum breaker; 3 function personal shower with pause feature;, 36” slide bar; 2 way diverter valve, and wall shower head.
3. Faucet:

    a. Standards: ASME A112.18.1/CSA B125.1 and ASSE 1016.
    b. Body Material: Solid brass.
    c. Finish: Polished chrome plate.
    d. Shower-Arm, Flow-Control Fitting: 2.0 gpm (7.6 L/min.).
    e. Mounting: Concealed.
    f. Operation: Single-handle, twist or rotate control.
    g. Antiscald Device: Integral with mixing valve.
    h. Check Stops: Check-valve type, integral with or attached to body; on hot- and cold-water supply connections.

4. Supply Connections: NPS 1/2 (DN 15).
5. Shower Head:

    a. Standard: ASME A112.18.1/CSA B125.1.
    b. Type: Ball joint with arm and flange.
    c. Shower Head Material: Metallic with chrome-plated finish.
    d. Spray Pattern: Adjustable.
    e. Integral Volume Control: Required.
    f. Shower-Arm, Flow-Control Fitting: 2.0 gpm (7.6 L/min.).
    g. Temperature Indicator: Not required.
6. Hand Shower
    a. ADA compliant hand shower with non-positive shut-off button on handle.
    b. 59” metal hose.
    c. 36” chrome plated wall mounted metal slide bar
    d. Vacuum beaker
    e. Matching chrome plated 2 way diverting valve..

2.2 SHOWER

A. Shower SH-1: Solid-surface shower basin and wall panels.

1. Solid-Surface Shower:

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) The Swan Corporation (Basis-of-Design)

2) American Standard

2. General: Solid-surface base for built-up-type shower fixture.
3. Standard: ANSI/ICPA SS-1 for solid-surface material.
4. Type: Handicapped/wheelchair- roll in type.
5. Nominal Size and Shape: 34 by 64 inches
6. Color: Aggregate color as selected by Architect.
7. Outlet: Full length Trough Drain with NPS 2 (DN 50) outlet.
8. Ramp: Design to eliminate need for additional ramp.
9. Bathing Surface: Slip resistant according to ASTM F 462.
10. Warranty: 10 year commercial
11. Wall Panels: Provide matching wall panels 96" high with trim kit on 3 sides and two corner soap dishes, one each corner.
12. Seat: ADA Wall Mounted, Folding shower seat, 23" x 22".
13. ADA Stainless Steel Grab Bars: - One 24" bar for vertical application at the control wall, and one 24"x 48" L-shaped bar.
14. Curtain Rod: 66" brass chrome plated rod including die cast chrome plated wall flanges and screws. Cut rod to length and install at height directed by Architect. Signature hardware #110391 or equivalent.

2.3 BATHTUB

A. Bathtub: Alcove bathtub and surround.

1. Veritek alcove bathtub and surround:

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) The Swan Corporation (Basis-of-Design)

2) American Standard

2. Bathtub Model No.: BT-3060 60" x 30" x 16"
3. Drain location as indicated on the drawings.
4. Material: Veritek, gloss surface.
5. Pre-leveled for installation.
6. Skid-resistant molded tub bottom.
7. Color as selected from manufacturer's standard range.
8. Bathtub Surround Model No.: BA-3060 30" x 60" x 59 ½" Alcove Wall Kit.
   a. 3-piece compression molded composite material with molded-in color and natural gloss surface.

b. Interlocking system for one-piece appearance.
c. Color as selected from manufacturer's standard range.

2.4 GROUT

A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

B. Characteristics: Nonshrink; recommended for interior and exterior applications.

C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in of water-supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before shower installation.

B. Examine walls and floors for suitable conditions where showers will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Assemble shower components according to manufacturers' written instructions.

B. Install showers level and plumb according to roughing-in drawings.

C. Install water-supply piping with stop on each supply to each shower faucet.

1. Exception: Use ball or gate valves if supply stops are not specified with shower. Comply with valve requirements specified in Section 220523.12 "Ball Valves for Plumbing Piping" and Section 220523.15 "Gate Valves for Plumbing Piping."
2. Install stops in locations where they can be easily reached for operation.

D. Install shower flow-control fittings with specified maximum flow rates in shower arms.

E. Set shower basins in leveling bed of cement grout.

F. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons if required to conceal protruding fittings. Comply with escutcheons requirements specified in Section 220518 "Escutcheons for Plumbing Piping."

G. Seal joints between showers and floors and walls using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Comply with sealant requirements specified in Section 079200 "Joint Sealants."

3.3 CONNECTIONS

A. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.

B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."

C. Comply with traps and soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."

3.4 ADJUSTING

A. Operate and adjust showers and controls. Replace damaged and malfunctioning showers, fittings, and controls.

B. Adjust water pressure at faucets to produce proper flow.

3.5 CLEANING AND PROTECTION

A. After completing installation of showers and basins, inspect and repair damaged finishes.

B. Clean showers and basins, faucets, and other fittings with manufacturers' recommended cleaning methods and materials.

C. Provide protective covering for installed fixtures and fittings.

D. Do not allow use of showers and basins for temporary facilities unless approved in writing by Owner.

END OF SECTION 224223