VIGO COUNTY JUVENILE CENTER SALLYPORT

202 Crawford Street
Terre Haute, Indiana 47807

PROJECT MANUAL
Volume 1 OF 1
Specification Divisions 00 - 09

CONSTRUCTION DOCUMENTS

May 24, 2024

ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

ARCHITECT / ENGINEER
138 North Delaware Street
Indianapolis, Indiana 46204
317.633.4120

DLZ Project #2463-4014-90

SET NUMBER: _____

VOLUME 1 OF 1: DIVISIONS 00 – 09

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 01 – GENERAL REQUIREMENTS

DIVISION 08 – OPENINGS

DIVISION 09 – FINISHES

DIVISION 10 – SPECIALTIES (NOT USED)

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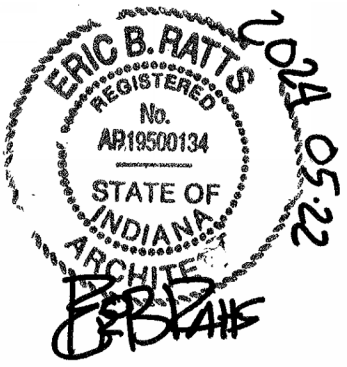
END OF SECTION 000002

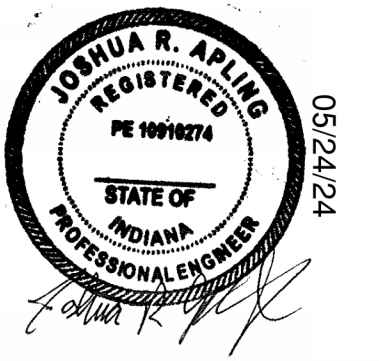
SECTION 000001 – SEALS PAGE

VIGO COUNTY JUVENILE CENTER SALLYPORT
202 Crawford Street
Terre Haute, Indiana 47807

Note: Each seal applies to its designated discipline.



Eric Ratts. AIA
Architecture



Joshua R. Apling, P.E., LEED AP
Mechanical, Plumbing, Fire Protection

Timothy K. Fought, P.E.
Electrical Engineering

Elliott G. Allen, P.E.
Structural Engineering

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SECTION 001113 – NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received for the following project:

BY THE OWNER: Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

FOR: Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

BID DELIVERED Vigo County Auditor's Office
131 Oak Street Terre
Haute, Indiana 47807

UNTIL: **July 31, 2024, at 10:00 am (local time).**
Bids received after that time will be returned unopened.

BID OPENING: The sealed Bids, marked "Vigo County Juvenile Center Sallyport", will be publicly opened and read aloud at the Board of Commissioners Conference Room, Vigo County Board of Commissioners, 650 South 1st Street, Terre Haute, Indiana 47807, **July 31, 2024, at 10:00 am (local time).**

No emailed or faxed bids will be accepted.

All work for the complete construction of the project shall be bid a single prime contract with the Owner based on bids received and awarded. The work consists of general construction, roofing, civil construction, heating, ventilating, air conditioning, plumbing and electrical construction.

The Owner reserves the right to accept or reject any bid and to waive any irregularities in bidding. No bidder may withdraw their bid for a period of sixty (60) calendar days after the date set for bid opening.

Construction shall be in full accordance with the Bidding and Contract Documents that are on file with the Owner and may be examined by prospective bidders at the following locations:

OFFICE OF THE ARCHITECT: DLZ Indiana, LLC
138 North Delaware Street
Indianapolis, IN 46204
Contact: Eric B. Ratts, AIA
Tel: (317) 633-4120 Fax: (317) 633-4177

PLAN ROOM: Reprographix Plan Room
437 N. Illinois St.
Indianapolis, Indiana 46204
Tel: (317) 637-3377
http://www.reprographix.com

Bid security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders. Bid security shall be a certified check or bid bond. All certified checks and bid bonds shall be made payable to **Vigo County Board of Commissioners**. Vigo County Board of Commissioners reserves the right to assign any portion of the bid or bids to a holding company.

Bidders shall submit their Employer Identification Number (E.I.N.) to the Owner on the bid form. In the absence of an E.I.N., Bidder must submit their Social Security Number. An out-of-state contractor and/or subcontractor will be obligated to show proof that they are registered with the Indiana Secretary of State to conduct business in the State of Indiana.

The successful bidders will be required to furnish Contract Performance and Payment Bonds for 100% of their contract amount prior to execution of contracts. Bonds shall be maintained in accordance with IC 36-1-12-13.1 and 36-1-12-14. Bonds shall be in full force and effect for a period of at least twelve (12) months after the date of final completion of the Contract. Should the contractor's bonding company give notice of cancellation; the contractor will be responsible for securing new bonds prior to termination.

Bid proposals, including non-collusion affidavit, shall be properly and completely executed on Indiana State Board of Accounts Form No. 96 (Rev. 2013) which is provided in Section 004113, Bid Form, of the Bidding and Contract Documents, and shall be in s sealed envelope marked, “Vigo County Juvenile Center Sallyport” together with all other documents required.

Each bidder may then visit the site on their own. The location of the Pre-bid Conference is very near to the actual construction site. Architect/Engineer will be present to discuss construction sequence, bidding requirements and information, contractor work and storage areas, and requirements for contractor’s personnel. All prospective bidders are strongly encouraged to attend.

Pre-Bid Meeting: Tuesday July 9, 2024, at 9:00 am (local time) at the Juvenile Center conference room.

END OF SECTION 001113

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

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

1. A copy of AIA Document A701-2018, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 002113

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DRAFT

AIA® Document A701™ – 2018

Instructions to Bidders

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

Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

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

Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

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

DLZ Indiana
138 North Delaware Street
Indianapolis, Indiana 46204

TABLE OF ARTICLES

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

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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.)

Reference Section 001113 – Notice to Bidders

§ 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.)

Reference Section 002213 Supplementary Instructions to Bidders

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

§ 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.)

Reference Section 002213 Supplementary Instructions to Bidders

§ 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.)

Reference Section 002213 Supplementary Instructions to Bidders

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

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, 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 _60_ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

Reference Section 002213 Supplementary Instructions to Bidders

§ 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.)

Reference Section 002213 Supplementary Instructions to Bidders

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

Reference Section 002213 Supplementary Instructions to Bidders

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

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

§ 6.3 Submittals

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

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

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

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

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

§ 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.

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

.3 Drawings

Number	Title	Date
Reference Drawing Sheet Index	Reference Drawing Sheet Index	April 22, 2024

.4 Specifications

Section	Title	Date	Pages
Reference Table of Contents	Reference Table of Contents	April 22, 2024	Reference Table of Contents

.5 Addenda:

Number	Date	Pages
To be determined	To be determined	To be determined

SECTION 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

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

1.2 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add the following after Subparagraph 2.1.1:

1. 2.1.1.1. Before submitting a bid, each Bidder should carefully examine the Documents and the construction site and fully inform himself with the limitations and conditions related to the Work covered by his Bid and shall include in his Bid a sum to cover the cost of such items. Contractors will not be given extra payments for conditions, which could have been determined by examining the site and Documents.

2. 2.1.1.2. It is the purpose and intent of the Contract Documents that a fully complete job be accomplished. It shall be each Bidder’s responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically called for in the Specifications and Drawings.

3. 2.1.1.3. No allowance shall be subsequently made in behalf of a Bidder by reason of an error or oversight on his part resulting from failure to so examine the Construction Documents.”

B. Add the following after Subparagraph 2.1.3:

1. 2.1.3.1. No additional costs will be allowed by failure of the Bidder to avail him of the privilege of a complete and thorough onsite inspection.

2. 2.1.3.2 The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

C. Add Section 2.1.5:

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

D. Add Section 2.1.6:

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

1.3 ARTICLE 3 - BIDDING DOCUMENTS

A. Delete Section 3.1.1 and substitute the following:

1. 3.1.1. Bidders may obtain complete sets of the Bidding Documents from the printing company designated in the Notice to Bidders in the number and for a non-refundable purchase price established by the printing company.

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

1. Add the following after Section 3.2.1.:

a. 3.2.1.1. Each Bidder is responsible for calling to the attention of the Architect/Engineer any ambiguities, inconsistencies, discrepancies, errors, or omissions, which occur in the Contract Documents for his part of the work. Failing to request clarification, the Bidder will be expected to overcome such conditions without addition compensations to his bid price.

2. Section 3.2.2. Add the following subparagraph:

a. 3.2.2.1. All questions for this Project shall be submitted in written form via letter, fax, or e-mail directed to the office of DLZ Indiana, LLC, Attn.: Eric B. Ratts, AIA, e-mail eratts@dlz.com. Questions via the telephone or person-to-person will not be acceptable.

3. Section 3.3.2. Add the following subparagraph:

a. 3.3.2.1. Substitution requests prior to bidding shall be submitted on "Bidders Substitution Request Form" included in the Project Manual – See Section 004325.

C. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:

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

1.4 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Section 4.1.1. Add the following subparagraph:

a. 4.1.1.1. Bids shall be submitted only on the form provided in Section 004113 Bid Form. Note: THIS IS AN AMENDED FORM 96 (Format), revised. Both PART I AND PART II of the Bid Form are required. If both parts are not completely filled out, the Bid is subject to rejection."

2. Add Section 4.1.8:

a. 4.1.8 - Owner may elect to disqualify a bid due to failure to submit a bid on the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

3. Add Section 4.1.10:

a. 4.1.10. Tax Exemption. Materials supplied for this project are exempt from Indiana State Sales Tax.

B. 4.2 – Bid Security

1. Section 4.2.2. Add the following subparagraphs:

a. 4.2.2.1. Every Bidder whose principal place of business is in the STATE OF INDIANA shall provide bid security with his bid in the form of a Bid Bond (AIA Document A310) or a certified check for five percent (5%) of the Bid, including all add Alternates, made payable to the Owner.

b. 4.2.2.2. Every Bidder whose principal place of business is NOT in the STATE OF INDIANA shall file with his Bid, a Bid Bond in an amount equal to five percent (5%) of his Bid, including all add Alternates, from a surety company which has an active office with a Certified Agent registered in the State of Indiana, and is authorized to do business in the State of Indiana.

c. 4.2.2.3. In the event that the Owner should decide to reject every Bid in connection with a given Contract or Contracts, the bid securities in connection with such Contracts may be returned within seventy-two (72) hours following such decision, if requested.

d. 4.2.2.4. Each primary subcontractor shall submit certification of bonding from an 'A'-Rated surety to the general contractor with their bid. Such proof will be a form executed by the surety for these subcontractors attesting to the ability of said subcontractor to be bonded for his work. It is solely the Owners discretion to request material and payment bonds of these primary subcontractors and such costs shall be considered additional to be bid for which the subcontractor will be compensated.

C. 4.3 - Submission of Bids:

1. Section 4.3.1. Add the following:

a. 4.3.1.1. SUBMIT BIDS IN TRIPLICATE (signed original and two copies).

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

2. Section 4.3.3. Add the following:

a. 4.3.3.1. The Notice to Bidders indicates the time and place fixed for opening of bids.

b. 4.3.3.2. Bidders are cautioned that it is their responsibility to deliver the Bid. Ample time should be allowed for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. No Bid received after the specified date and time for receiving, whether post dated or not, will be considered.

c. 4.3.3.3. Bids forwarded by mail shall be sealed as mentioned above. The sealed envelope must be enclosed in another similarly sealed envelope marked in the lower left-hand corner as mentioned above, addressed as directed above, and sent REGISTERED OR CERTIFIED MAIL.

D. 4.4 - Modification or Withdrawal of Bids:

1. Section 4.4.1. Add the following:

a. 4.4.1.1. After receiving Bids, no Bidder may recall his Bid for a period of 60 days after the receipt of bids without consent of the Owner.

2. Section 4.4.2. Add the following:

a. 4.4.2.1. Modification of Bids already submitted will be accepted ONLY BY CERTIFIED LETTER signed by the person who executed the Bid and received by the Owner **prior** to the date and hour set for receipt of bids.

b. 4.4.2.2 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

c. 4.4.2.3 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the

time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

1.5 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

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

1.6 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

a. 6.1.1 - Submit Contractor's Qualification Statement no later than 24 hours after the Bid Date and time.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than 24 hours after the Bid Date and time.

1.7 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

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

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

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

a. The Bidder shall deliver the required bonds to Owner no later than 7 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

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

1.8 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 002213

SECTION 004113 – BID FORM

The Contractor shall submit his bid on the attached Bid Form. Include a written response to all questions requested on the Bid Form.

The additional required documentation must be submitted with the Bid, including the Bid Bond or other approved form of Bid Security, the Financial Statement and the Non-Collusion Affidavit.

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BID FORM FOR:
VIGO COUNTY JUVENILE CENTER SALLYPORT

_____
Contractor Name

_____
Contractor Address

_____ _____ _____
Contact Person Contact Office Number Contact Mobile Number

BASE BID: As indicated on the following itemized Proposal to be attached to the Contractor's Bid. Amount shall include all work as noted on the Contract Documents including general and supplementary conditions, all permits and fees, overhead, and profit.

BASE BID:

$_____
(Amount in number form)

_____
(Amount in written form)

SCHEDULE

If the Bidder is awarded the Contract for the addition work, the undersigned agrees to achieve Substantial Completion no later than _____ calendar days from date of Award of Contract and a Date of Final Completion no later than thirty (30) calendar days from date from the date of Substantial Completion. Contractor to list the number of calendar days in number form.

BID GUARANTEE
The undersigned agrees that the Owner shall have the right to retain this bid for a period of sixty (60) days from the date of receiving bids and guarantees that the amounts set forth is this Proposal shall be firm for the same period.

FINANCIAL STATEMENT FOR BIDDERS
Attachment of Bidder's Financial Statement is mandatory. Any Bid submitted without said Financial Statement is required by statue shall thereby be rendered invalid. The Financial Statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make proper determination of the Bidder's capability for completing the project if awarded.

SUBCONTRACTORS LIST

The following Subcontractors List shall be completed and submitted with the Contractor's Bid. The Owner and Architect shall have the right to choose the subcontractor for any item where the bidder either fails to list same or lists more than one name for the item in question.

After submission of this list by the bidder and after approval of same by the Owner and Architect, it shall not be changed unless written approval of said change is authorized by the Owner and Architect/Engineer.

SUBCONTRACTOR LIST

	Subcontractor/Supplier	**Product/Manufacturer**
General Trades:	_____	_____
Roofing:	_____	_____
HVAC:	_____	_____
Plumbing:	_____	_____
Electrical:	_____	_____
Civil:	_____	_____

ADDENDUM RECEIPT

Receipt of the following addenda to the Bidding Documents is acknowledged (initial each):

Addendum No. _____	Dated: _____	Initials: _____
Addendum No. _____	Dated: _____	Initials: _____
Addendum No. _____	Dated: _____	Initials: _____
Addendum No. _____	Dated: _____	Initials: _____
Addendum No. _____	Dated: _____	Initials: _____

Note: All requirements of these Addenda have been included in this submitted Proposal.

EXPERIENCE QUESTIONNAIRE

Responses shall include the following Elements:

A. A brief cover letter on company letter head.

B. All answers to the following questions provided as typed written answers.

1. Describe any pertinent certifications, training and awards.

2. Has there been any change in ownership of the firm at any time during the last five (5) years, if yes explain?

3. Is your firm currently in bankruptcy or has your firm been in bankruptcy at any time during the last ten (10) years?

4. What was your firm's average Experience Modification Rate (EMR) over the last three (3) years and what was your firm's EMR for each of the last three (3) years?

   Three (3) year average EMR _____

   Year _____ EMR _____ Year _____ EMR _____ Year _____ EMR _____

5. Provide number of employee's excluding all sub-contractors. _____

6. Has Indiana or Federal OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past ten (10) years? If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

7. Provide your firms bonding full capacity and amount bonded currently.

   Bonding Capacity _____

   Current Bonding _____

   (Provide separate surety letter confirming bonding capacity)

8. What Public Works projects has your organization completed in the past five years? Provide the following:
   - Name, Address, and Phone Number of Owner
   - Contract Amount
   - When Completed

9. Have you ever failed to complete any work awarded to you? If yes, provide the following for each project:
   - Name, Address, and Phone Number of Owner
   - Contract Amount
   - Reason for Failing to Complete Awarded Work

10. Have you worked with DLZ? What projects?

11. Project Manager (PM) to be assigned to this project. Submit list of certifications, and construction projects completed with dates. Use a separate piece of paper if needed. Provide the number of years that the Project Manager has been with your Company.

12. Have you worked at facilities that were in operation during construction? List projects and site/pedestrian protection measures.
    - Name of Project
    - Location
    - Description of Project protection measures

13. Have you ever completed any work in Brown County, Indiana? If yes, provide the following:
    - Name of Project
    - Type of Work Completed
    - Contract Amount
    - When Completed

NON-COLLUSION AFFIDAVIT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;

(d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

(e) That attached hereto (if corporate bidder) is certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

_____
(Individual)

_____
(Corporation)

Date: _____

By: _____

This Non- Collusion Affidavit must be submitted with the bid.

BID ACCEPTANCE

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of the opening of Bids, or ant any time thereafter before this bid is withdrawn, the undersigned agrees to execute an Agreement in accordance with the bid as accepted, and will furnish Contract security in the form of Performance and Payment Bond(s) equal to (100%) of the Contract Amount with such bond companies as the Owner may approve, all within 10 days (unless a longer period is agreed) from the date of such written notice.

It is understood and agreed that the Owner reserves the right to award the Contract to its best interest, to reject any or all bids, to waive any informalities in the bidding, and to hold all bids for the bid guarantee period.

Respectfully submitted,

Legal Name of Corporation	State of Incorporation
Address	Typed Name of Officer
City State Zip Code	Signature of Officer
	Title of Officer
	Date
Notarized	

END OF SECTION 004113 –BID FORM

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SECTION 004313 – BID BOND

The Bid Bond for this Project will be AIA Document A310 – 2010 Edition – Electronic Format, a copy of which is bound hereinafter.

END OF SECTION 004313 – BID BOND

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DRAFT

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

« »« »
« »

SURETY:

« »« »
« »

OWNER:
(Name, legal status and address)
Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

BOND AMOUNT: $ « »

PROJECT:

Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

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

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

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

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

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

SECTION 004325 - BIDDER'S SUBSTITUTION REQUEST FORM

Mail, Email, or Fax to:
DLZ INDIANA, LLC
Attn: Mr. Eric Ratts Email: eratts@dlz.com Fax: (317) 633-4177
138 North Delaware Street
Indianapolis, Indiana 46204

Only substitution requests from Prime Bidders will be considered.

As a Prime Bidder, we submit for your consideration the following Product in lieu of the specified Product for the above Project:

Section No. _____ Paragraph No. _____ Specified Product _____

Proposed Substitution: _____

Attach complete technical data, including laboratory tests, if applicable. Include complete information on changes to the Drawings and Specifications, which this proposed substitution would require for its proper installation.

Fill in blanks below:

A. Does this product affect dimensions indicated on the Drawings? Circle one: Yes No
B. Will you pay for changes to the design, including engineering and detailing costs caused by the substituted product? Circle one: Yes No
C. What affect does this substitution have on other installers? _____
D. Describe the differences between substituted product and specified Product? _____

_____

E. Is the manufacturer's warranty of the substituted product the same as, or greater than, the warranty for the specified Product? Circle one: Yes No. If not, explain on an attachment to this Form.

The undersigned states that the function, appearance and quality are equivalent or superior to the specified Product. Submitted by General Contractor Bidder: (one who submits a Bid to the Owner.)

Signature

Firm name

Address

Date:

Telephone No.

DLZ Indiana, LLC

[____] Accepted [____] Accepted as Noted

[____] Not Accepted [____] Received too Late

By:

Date:

Remarks:

SECTION 004353 – E-VERIFY PROGRAM AFFIDAVIT

Per Indiana Code IC 22-5-1.7, Contractor may not enter into or renew a public contract or services after June 30, 2011 unless the contractor enrolls in and verifies the work eligibility status of all newly hired employees of the contractor thorough the E-Verify program. Contractor or a subcontractor may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. Contractor must sign an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

The undersigned, being duly sworn upon his/her oath, does state as follows:

1. Affiant is the _____ [POSITION] with _____ [NAME OF CONTRACTOR] and has personal knowledge of the facts set forth in this Affidavit.

2. _____ [NAME OF CONTRACTOR] does not knowingly employ any unauthorized aliens, as such terms as defined by Indiana Code 22-5-1.7.

3. This Affidavit is made for the purpose of complying with the requirements of Indiana Code 22-5-1.7 et seq.

   Further Affiant sayeth not.

_____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

_____ being duly sworn, deposes and says that

he is _____ of the above _____
(Title) (Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this ____ day of _____, 2024

_____
Notary Public

My Commission Expires: _____

County of Residence: _____

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SECTION 004354 – CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

I, _____, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not knowingly engaged in investment activities in Iran by providing goods or services worth $20,000,000.00 or more in value to the energy sector of Iran.

2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED THIS _____ DAY OF _____, 2024.

_____

Printed: _____

Any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification above to attest, under penalty of perjury, that the person or entity, or one of the person or entity's subsidiaries, or affiliates, is not identified as a person or entity engaging in investment activities in Iran.

I certify, that the person or entity listed above for which I am authorized to submit a proposal:

☐ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☐ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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SECTION 004355 – RESPONSIBLE BIDDER AFFIDAVIT OF COMPLIANCE

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit documentation as require pursuant to *An Ordinance Establishing Responsible and Responsive Bidder Requirements on Public Works Projects.* Contractor must submit this Affidavit and all related evidence 24 hours after bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible and responsive bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If a question is not applicable, answer "NA". If the answer is none, answer "none".

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned_____, as_____ and on behalf
(Name) (Title)

of_____ having been duly sworn under oath certifies that:
(Contractor)

BUSINESS ORGANIZATION

The form of business organization of the Contractor is (check one):

__Sole Proprietor or Partnership __LLC
__Corporation __Independent Contractor (Individual)

If bidder/subcontractor is a corporation, indicate the state and the date of incorporation:

_____

Authorized to do business in the State of Indiana: Yes [ ] No [ ]

Describe supporting documentation attached:_____
_____

Federal Employer I.D. #:_____

Social Security # (if an individual or sole proprietor):_____

The Contractor, or agent, partner, employee or officer of the Contractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of state or local government.

Yes [ ] No [ ]

EOE COMPLIANCE

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes [ ] No [ ]

SUBCONTRACTORS

Contractor disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A).

Yes [ ] No [ ]

Contractor provided this *Affidavit of Compliance* to all of the above-referenced subcontractors.

Yes [ ] No [ ]

CERTIFICATE OF INSURANCE

Attached are certificates of insurance showing the following coverage:

General Liability	Yes [ ] No [ ]
Worker's Compensation	Yes [ ] No [ ]
Automobile Liability	Yes [ ] No [ ]

PARTICIPATION IS APPROVED APPRENTICESHIP PROGRAM(S)

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organizations.

Yes [ ] No [ ]

Describe supporting documentation attached (e.g. Standards of Apprenticeship, Apprenticeship Agreement):

DRUG TESTING

Contractor has a written plan for employee drug testing; Yes [ ] No [ ]

OR

Contractor has signed a collective bargaining agreement that establishes an employee drug testing program. Yes [ ] No [ ]

EMPLOYEE CLASSIFICATION

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).
Yes [ ] No [ ]

WORKER'S COMPENSATION

Contractor's employees who will perform work on the project are:

Covered under a current worker's compensation policy: Yes [ ] No [ ]

Properly classified under such policy: Yes [ ] No [ ]

Describe supporting documentation attached:

FRINGE BENEFITS

Contractor's employees who will perform work on the project are covered by a health and welfare plan.
Yes [ ] No [ ]

Contractor's employees who will perform work on the project are covered by a retirement plan.
Yes [ ] No [ ]

List of employees attached (Form B). Yes [ ] No [ ]

Describe supporting documentation attached (e.g. plan documents, SPDs or employee statement declining coverage):

PROFESSIONAL OR TRADE LICENSES:

Contractor will possess all applicable professional and trade licenses required for performing the Contract work. Yes [ ] No [ ]

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoke or suspended, state the date and reason for suspension/revocation.

DOCUMENTATION ATTACHED (Contractor must initial next to each item):

Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.
NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date and time of the contract award.

Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current worker's compensation policy, properly classified under the worker's compensation policy, and covered by a health and welfare and retirement plan.

_____**Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in Indiana)

_____**Certificate of Insurance**

_____**Standards of Apprenticeship/Apprentice Agreements**

_____**Fringe Benefit Coverage** (Health & Welfare / Retirement)

_____**Employee Drug Testing Plan** (or applicable provision from CBA in effect)

_____**Worker's Compensation Coverage**

_____**Professional or Trade Licenses**

ADDITIONAL INFORMATION REQUIRED

I. Record of past three (3) years experience on public construction projects.

Public Body/ Project Name/ Year	Reference Name/ Phone #	Original Price/ Final Price	Subcontractors

II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

FORM A

SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT

Name	Address	Work to be Performed

FORM B

INDIVIDUALS WHO WILL PERFORM WORK ON THE PROJECT

List all individuals who will perform work on this project with the following information:

1. Individual is an employee (E) or independent contractor (I);
2. Individual's trade classification (indicate apprenticeship status where appropriate);
3. Employee (E) is covered under Contractor's current worker's compensation (WC) policy;
4. Employee (E) is covered under a health and welfare (H&W) plan and retirement plan provided by the employer(ER) or declined coverage (Declined).

Name	**E/I**	**Trade**	**WC** Y/N	**H&W** ER/Other	**Retirement** ER/Declined

VERIFICATION

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such changed by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible and non-responsive bidder.

_____
Signature of Authorized Officer

_____
Name of Authorized Officer (Print or Type)

_____
Title

_____
Telephone Number

State of Indiana
County of _____

Subscribed and sworn to
before me this _____ day of

_____, 2024

_____
Notary Public Signature & Seal

SECTION 005213 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

The agreement between the Owner and the Contractor for this Project will be the “Standard Form of Agreement Between Owner and Contractor,” AIA Document A101 – 2017 Edition, a copy of which is bound hereinafter.

END OF SECTION 005213

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AIA® Document A101™ – 2017

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

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month and year.)

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

Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

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

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

Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

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

DLZ Indiana LLC
138 N. Delaware Street
Indianapolis, Indiana 46204

The Owner and Contractor agree as follows.

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

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

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

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

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

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

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

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

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

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

§ 5.3 Interest

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

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

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

[ ]

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

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

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

DRAFT

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

THE OWNER:
(Name, legal status and address)

Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

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

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

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

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

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

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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

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

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » ($ « ») each occurrence, « » ($ « ») general aggregate, and « » ($ « ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

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

« »

[« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

« »

SECTION 006113 – PERFORMANCE AND PAYMENT BONDS

The Performance and Payment Bond for this project shall be AIA Document A312-2010, a copy of which is included herein, or equal as approved by the Owner.

The successful bidder will be required to provide a performance bond in the amount if 100% of the bids and proof of insurance of the types and in the amount indicated in the bidding documents.

END OF SECTION 006113

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

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

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

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

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

« »

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

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

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

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

« »« »
« »

OWNER:
(Name, legal status and address)

Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

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

«

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

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

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

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

« »

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

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

SECTION 006216 - CERTIFICATE OF INSURANCE

PART 1 - CERTIFICATE OF INSURANCE

A. Before the execution of the contract, the successful bidder shall submit to the Owner evidence of Insurance on **ACORD Form 25-S CERTIFICATE OF INSURANCE**. Refer to Exhibit following this section.

B. The coverage of such insurance shall not be less than the coverage indicated in Section 007213 General Conditions of the Contract for Construction - Article 11 as amended and bound herein.

C. Certificates of Insurance are acceptable only if the Project name and Contractor name are clearly identified on the form itself and if the Contractor, the Owner, the Architect/Engineer, are identified as additional insureds.

D. The following are additional insureds under the general liability policy but only with respect to liability arising out of the work performed by or on behalf of the named insured for project:

OWNER: Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

ARCHITECT: DLZ INDIANA, LLC
138 North Delaware Street
Indianapolis, Indiana 46204

END OF SECTION 006216

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AIA® Document G715™ – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: *(name and address)*
Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

CONTRACT INFORMATION:
Contract For: General Construction

Date:

CERTIFICATE INFORMATION:
Producer:

Insured:
Date:

OWNER: *(name and address)*
Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

ARCHITECT: *(name and address)*
DLZ Indiana LLC
138 N. Delaware Street
Indianapolis, Indiana 46204

CONTRACTOR: *(name and address)*

		Yes	No	N/A
A.	**General Liability**			
1.	Does this policy include coverage for:			
a	Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?	☐	☐	☐
b	Personal injury and advertising injury?	☐	☐	☐
c	Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	☐	☐	☐
d	Bodily injury or property damage arising out of completed operations?	☐	☐	☐
e	The Contractor's indemnity obligations included in the Contract Documents?	☐	☐	☐
2.	Does this policy contain an exclusion or restriction of coverage for:			
a	Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?	☐	☐	☐
b	Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?	☐	☐	☐
c	Claims for bodily injury other than to employees of the insured?	☐	☐	☐
d	Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	☐	☐	☐
e	Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	☐	☐	☐
f	Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	☐	☐	☐
g	Claims related to residential, multi-family, or other habitational projects?	☐	☐	☐
h	Claims related to roofing?	☐	☐	☐
i	Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	☐	☐	☐
j	Claims related to earth subsistence or movement?	☐	☐	☐
k	Claims related to explosion, collapse, and underground hazards?	☐	☐	☐

		Yes	No	N/A
B.	**Other Insurance Coverage**			
1.	Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.			
a	Professional liability insurance Coverage limits:	☐	☐	☐
b	Pollution liability insurance Coverage limits:	☐	☐	☐
c	Insurance for maritime liability risks associated with the operation of a vessel	☐	☐	☐

Coverage limits:

d	Insurance for the use or operation of manned or unmanned aircraft Coverage limits:	☐	☐	☐
e	Property insurance Coverage limits:	☐	☐	☐
f	Railroad protective liability insurance Coverage limits:	☐	☐	☐
g	Asbestos abatement liability insurance Coverage limits:	☐	☐	☐
h	Insurance for physical damage to property while it is in storage and in transit to the construction site Coverage limits:	☐	☐	☐
i	Other:	☐	☐	☐

(Authorized Representative)

(Date of Issue)

SECTION 007000 – GENERAL CONDITIONS

The General Conditions for this Project are “General Conditions of the Contract for Construction,” AIA Document A201 – 2017 Edition, a copy of which is bound hereinafter.

END OF SECTION 007000

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

THE OWNER:
(Name, legal status and address)

Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

THE ARCHITECT:
(Name, legal status and address)

DLZ Indiana
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TABLE OF ARTICLES

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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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 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

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.

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for

AIA® Document A201® – 2017

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

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PAGE 1

Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

...

Vigo County Board of Commissioners
650 South 1st Street
Terre, Haute, Indiana 47807

...

DLZ Indiana
138 North Delaware Street
Indianapolis, Indiana 46204

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, hws, 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 14:35:12 ET on 05/31/2022 under Order No. 3104236775 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, 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)

SECTION 007214 – SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction, Construction ", AIA Document A201-2017. Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 (Add the following to the end of the Subparagraph) "The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and include Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 (Add) "If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply:

.1 The terms and conditions as set forth in the Bidding Requirements, including legal advertisement thereof, shall have full force and effect until such time as the Standard Form of Agreement between Owner and Contractor is executed between the Owner and Awardee.

.2 Where there is a conflict between the Bidding Requirements and the Contract Documents, the Contract Documents shall govern.

.3 Where requirements specifically set forth in AIA, A101-2017 Standard Form of Agreement between Owner and Contractor are in conflict, AIA A201-2017 General Conditions of the Contract for Construction shall govern.

.4 Where there is conflict between the requirements of the General Conditions of the Contract and the Supplementary Conditions, the requirements of the Supplementary Conditions shall govern, except where the requirements set forth in the Supplementary Conditions are contrary to law, in which case the legal requirements shall govern. The General Conditions of the Contract shall take precedence over other Contract Documents.

.5 Where there is conflict between the Drawings and Specifications and conflict within the Drawings or within the Specifications, the conflict, where applicable, shall be resolved by providing better quality or greater quantity as provided in the Supplementary

Conditions.

1.2.5 (Add) "It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacture, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

.1 Details of preparation, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of first class quality so as to accomplish a neat and first class finished job.

.2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.

.3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, materials are not expressly included in the Contract Documents.

.4 The Contract Documents are complimentary, and what is required by one will be as binding as if required by all.

.5 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in Sections of the Contract Documents applicable to other trades."

ARTICLE 2
OWNER

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

(Replace with the following) "If the Contractor defaults or neglects to carry out the Work in any respect in accordance with the Contract Documents and fails to commence to correct such default or neglect within 48 hours after written notice thereof from the Architect or the Owner (except such period shall be 7 days if the notice is given after final payment), thereafter fails to use its best efforts to correct such default or neglect to the satisfaction of the Owner and Architect, or except where an extension of time is granted in writing by the Owner, fails to correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice of the Contractor and without prejudice to the other remedies the Owner may have, make good such deficiencies; provided that if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deduction from the payments then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure and the Owner's administration and legal expense, including the time of the Owner's personnel in dealing with

such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3
CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 (Add) "Additional provisions pertaining to coordination are included in Division 1, General Requirements".

3.3.4 (Add) "Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from received Shop drawings with all measurements obtained at the Project Site by the Contractor.

3.3.5 (Add) "Dimensions which are lacking from the Drawings shall be obtained from the Architect or field verified. In no case will the Contractor assume that the Drawings are scaled."

3.5 WARRANTY

(Replace with the following) "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

.1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.

.2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials.

.3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.

.4 The Work and materials and equipment incorporated into the Work will be merchantable.

.5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

.6 Warranty period will be one year from Date of Substantial Completion issued by the Architect.

.7 The Contractor shall, upon completion of the Work, assign to the Owner all warranties obtained or obtainable by, the Contractor from Manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner.

3.6 TAXES

3.6.1 (Add the following subparagraph)..."Materials and properties purchased by contracts with the

owner that become a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The Contractor shall obtain a copy of the Owner's exemption certificate and then issue copies of this certificate to his suppliers when acquiring materials and properties for use on the Project. The Contractor shall enforce this exemption clause for all his purchases and for those of his Subcontractors."

3.6.2 (Add the following subparagraph)..."In accordance with the Indiana Gross Income Tax Act, as amended, the Owner is a Withholding Agent for the payment of Indiana Gross Income Tax on Contracts with the Owner. As a Withholding Agent, the Owner is required to withhold from non-resident contractors the Indiana Gross Income Tax. A non-resident contractor does not include a contractor that is a corporation organized under the laws of states other than the State of Indiana but which is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana. The current rate of withholding on non-resident contractors that are subject to withholding of the Indiana Gross Income Tax is one and five-tenth percent (1.5%) of the payment less an annual exemption of $1,000.00."

3.18 INDEMNIFICATION

Add the following Clauses 3.18.1.1 and 3.18.1.2 to 3.18.1:

3.18.1.1 The Contractor shall be solely responsible for all citations and penalties arising out of, or resulting from the performance of the Work under his Contract.

3.18.1.2 To the full extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Architect, and their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from violations of all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

Add the following Clause 3.19:

3.19 NON-INTERFERENCE

The Contractor shall perform Work so as not to interfere with the Owner's ongoing activities and so as not to create any hazards to the Owner's employees or members of the public using the Owner's property.

ARTICLE 8
TIME

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 (Add the following subparagraph)

8.3.1.1 The contractor shall not be allowed to claim weather delay days for those days the U.S. Weather Bureau reports as the average number of days per month of inclement weather plus 20% for the closest reporting station to Richmond, IN (Latest available information.) The contractor shall

take this average number of days +20% and the Project Schedule into account when preparing his bid proposal. Historical data for all areas may be obtained from:

U.S. Department of Commerce
National Climatic Center
Federal Building
Asheville, NC 28801

The contractor shall include in his bid sufficient monies to cover the required manpower, equipment, protection, etc. to complete his Work in accordance with the Project Schedule accounting for inclement weather. It is the contractor's obligation to provide a copy of the "National Climatic Center" report with any weather delay claim filed. This includes the current information as well as the monthly averages available at the time of bidding.

8.3.4 (Add) "If in the opinion of the Architect the Work is behind where it is supposed to be in the Project Schedule or it is likely that the Work will not be substantially complete by the applicable date of Substantial Completion, the Contractor upon written notice from the Architect and without additional cost or compensation will increase its work force and, if requested by the Architect, work such overtime to make up for the delay. Should the contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Architect or the Owner, the Architect or the Owner, in addition to other remedies under this Agreement and other Contract documents, will have the right to cause other Contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and other action will be borne by the Contractor and may be set off against sums due the Contractor."

ARTICLE 9
PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following Clauses to 9.3.1 after last sentence:

"Until the work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. At the time the work is 50 percent complete, the Contractor may request that no further retainage be withheld from future progress payments. If such request is approved, and if the manner of completion of the work and its progress are and remain satisfactory to the Architect, and in the absence of good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or if the Surety withholds its consent or for other good and sufficient reasons.

9.3.1.3 (Add the following sub-subparagraph)..."A Partial Waiver of Lien shall be required from the

Contractor on the first Pay Request and each one thereafter until the last or final Pay Request, which will then require a full or Final Waiver of Lien."

Add the following to subparagraph 9.3.2:

Payments to Contractor for materials stored off-site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

.1 A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.

.2 Certification that all items have been tagged for delivery to the project and that they will not be used for any other purpose.

.3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.

.4 Evidence of adequate insurance covering the material in storage.

.5 Any costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.

.6 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under the possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at his own expense.

Until materials are properly incorporated into the Work, the Owner will pay 90% of the amount submitted by the Contractor on his monthly application for payment and/or as approved by the Architect, for materials suitably stored off-site or on the site (10% remainder is retainage).

The above submittal is contingent on those items being suitably stored and that all parties are in agreement. All materials stored off site for which the Contractor is requesting payment, will require inspection by the Architect. It is anticipated that some off-site storage of materials may be required to maintain the schedule. All contractors should make themselves aware of the proper method of storage and at no time will the Owner entertain an additional cost for off-site storage.

9.8 SUBSTANTIAL COMPLETION

9.8.2 (Add the following at the end of this Subparagraph) "The time fixed by the Architect for the completion of all items on the list accompanying the Certificate of Substantial Completion shall not be greater than 30 days. The Contractor shall complete items on the list within such 30 day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.

.1 At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 7 days. The Architect will conduct additional inspections. The Architect will involve the Owner for 1) The cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, 2) The cost of inspection or review after the 7 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."

9.8.6 (Add) "The Contractor shall fully complete all Work under its Contract within thirty (30) days of receiving a Certificate of Substantial Completion with attached list of items required to be completed or corrected. Failure to do so may serve as cause for the Owner to declare the Contractor in default and terminate the Contractor pursuant to Paragraph 14.2 of these Supplementary General Conditions."

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1.1 (Add) "If at that time there are any remaining uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Architect shall be withheld until said item or items are completed."

Add the following Clause 9.10.1.2 to 9.10.1:

9.10.1.2 Final application for payment shall be accompanied by the following additional documents; AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims; AIA Document G706A, Contractor's Affidavit of Release of Liens; AIA Document G707, Consent of Surety, Unconditional Final Waivers of Lien from all Subcontractors and Suppliers and Final Conditional Waivers of Lien from the Prime Contractors." All forms required shall be purchased by Contractor.

Add the following Subparagraph 9.10.6:

9.10.6 The prime contractor and all subcontractors, whatever tier, must preserve its payroll and related records for three years after completion of the project work and such records must be open to inspection by the Indiana Department of Workforce Development. Confidentiality of these records in accordance with Ind. Code 22-4-19-6.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following subparagraphs to subparagraph 10.2.2:

10.2.2.1 “The Contractors shall conform with the United States Department of Labor and the State Division of Labor Occupational Safety and Health Administration regulations."

10.2.2.2 “The Contractor shall have their Hazard Communication Program in effect with all their personnel working on the project. All Material Data Sheets should be current as required by law."

10.2.2.3 If the prime contractor or any subcontractor, whatever tier, employs 10 or more employees then such prime contractor/subcontractor must provide access to a training program applicable to the tasks to be performed in the normal course of the employee’s employment. A contractor’s compliance with this training requirement is met in accordance with Ind. Code 5-16-13-12 (c).

10.2.2.4 If the tier 1 contractor [Ind. Code 5-16-13-4(1)] or a tier 2 contractor [Ind. Code 5-16-13-4(2)] employs more than 50 journeymen, such tier 1 contractor and tier 2 shall participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following: U.S. Dept. of Labor, Bureau of Apprenticeship and Training; the Indiana Department of Labor; the Federal Highway Administration or INDOT.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 Insurance Requirements

1. Prior to the commencement of any work and prior to the performance of any service, the Contractor shall procure and pay for the following insurance coverage, and he shall maintain them in force after his work is

completed and accepted for final payment and throughout the one (1) year guarantee period. The insurers and policies shall be subject to the Owner's approval.

2. Workman's Compensation

a. Statutory Workmen's Compensation and Occupational Disease Insurance with all elective employments covered and all excluded employments covered on a voluntary basis where permissible.

b. The prime contractor and all subcontractors, whatever tier, must be in compliance with the workers compensation requirements of Ind. Code 22-3-5-1 and Ind. Code 22-3-7-34.

3. Bodily Injury and Property Damage Liability

a. The liability policy shall be on a comprehensive liability form and shall include, but not be limited to, coverage for all operations of the Contractor, including automobile, premises, contractual liability, completed operations liability and contingent liability for the operations of subcontractors.

b. The Contractor shall effect and maintain insurance covering himself or his agents, the Owner or its assignee, the Architect/Engineer and his consultants against all claims, demands or actions arising under the Indiana Workmen's Compensation Law against all other claims, demands or actions for injury to, or death of, persons and damage to property, and will furnish the Owner with certificates showing the following coverage in complete satisfaction to the Owner.

1) Workmen's Compensation Insurance, Occupational Disease Insurance and Employer's Liability Insurance for all employees engaged in the work under this agreement.

2) Comprehensive General Liability Insurance, Completed Operations, Blanket Contractual and Personal Injury Liability, and Coverage as Respects the Explosion, Collapse and Underground Hazards:

General Liability

General Aggregate Limit	$1,000,000
Products - Completed Operations Aggregate Limit	$2,000,000
Advertising Injury Limit	$1,000,000

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Fire Damage	$ 50,000 each occurrence
Property Damage (including explosion, collapse and under operation mining coverage)	$1,000,000 general aggregate $1,000,000 products/completed operation aggregate $ 500,000 aggregate limit
Automobile Bodily Injury Liability	$1,000,000 each person $1,000,000 each occurrence
Automobile Property Damage Liability	$1,000,000 each occurrence

Umbrella Excess Liability Insurance:
$5,000,000.00 over primary insurance

The combination of Primary and Excess Limits shall meet and/or exceed the above required limits. The insurance coverage provided should meet the exposures relating to the type of work performed.

c. Indemnification: See Article 3.18, "Indemnification" on page 18 of AIA Document A201-2017 "General Conditions of the Contract for Construction", 2009 Edition.

d. The policy of insurance referred to above shall contain the following endorsement:

"It is further understood and agreed that the coverage of this policy shall not be canceled or reduced by the company until the company has mailed written notice to Owner starting when, but in no case less than thirty (30) days thereafter, such cancellation or reduction in coverage shall be effective."

The Contractor shall indemnify and hold harmless, the Owner, Architect/Engineer and their agents and employees in accordance with Article 3.18, "Indemnification" of the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition.

The policy provided by Contractors required by the Contract Documents to perform professional design shall include the professional acts of that Contractor.

For the duration of this Contract, Contractor shall maintain Comprehensive Automobile Liability Insurance for all owned, non-owned and hired vehicles. Contractor shall require subcontractors to provide Comprehensive Automobile Liability Insurance with same minimum limits.

Contractor shall not commence work at the site under this Contract until he has obtained all required insurance, and until such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work until all

insurance required has been obtained and approved. Approval of the insurance, by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Certificates of Insurance shall be filed, with the Owner prior to commencing work.

The Contractor shall be responsible for his subcontractors to obtain the required insurance prior to commencing work.

Proof of Carriage: The Contractor shall furnish the Owner and Architect with satisfactory proof of carriage of the insurance required. Contractor shall furnish to Owner and Architect certificates issued by the Industrial Board of the State of Indiana (Form Number 19 and 105) as proof of compliance with Workmen's Compensation and Occupational Disease Insurance as provided under the Laws of the State of Indiana. No work shall be started by either Contractor or Subcontractor until such certificates are delivered. Owner reserves the right to stop work in all cases where such renewal certificates and insurance policies are not delivered to Owner prior to the expiration date shown on the policies and/or certificates.

All Contractors insurance policies shall name the Owner and/or its representatives or assignees, the Architect/Engineer and his consultants as additional insured (including products/completed operations), and shall deliver evidence of such insurance to the Owner.

"11.1.4 Add to subparagraph 11.1.4 as follows:..."The Contractor's General Liability insurance policy shall name as Additional Insured (including products/completed operations) Board of Commissioners of Fayette County, agents, servants, employees, the Architect, his Consultants, and shall be issued by an insurance company licensed to do business in the State of Indiana and such insurance company shall be rated not less than "A" in "Best Rating for Property and Casualty Insurance Companies". Furnish one (1) copy of the Certificate for each copy of the Owner-Contractor Agreement. Specifically set forth evidence of all insurance required of the Contractor by this Article 11. The form of the Certificate shall be the Accord 25S Certificate of Insurance Form. Furnish copies of any endorsements that are subsequently issued amending coverage or limits."

ARTICLE 15

CLAIMS AND DISPUTES

15.3 MEDIATION

Paragraph 15.3.2 ELIMINATE the following “which, unless the parties mutually agree otherwise, shall be administered by American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on date of the Agreement.”

15.4 ARBITRATION

Delete this subparagraph.

END OF SECTION 007214

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SECTION 009000 - ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2024, by and

between **Vigo County Board of Commissioners** (The Owner),

_____ (The Contractor),

and _____ (The Escrow Agent).

WHEREAS, Owner and Contractor entered into a contract dated _____, 2022, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971 5-16-5.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.

2. Escrow Agent shall promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.

3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

    a. In the manner directed by the joint written authorization of the Owner and the Contractor.
    b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect/Engineer's certificate pursuant to Paragraph 14.2 of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.
    c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in b, above, in the manner directed by a certified copy of a judgement of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be $_____ payable from the

income earned by the Retainage and which escrow fee shall in no event exceed fifty percent (50% of said income earned).

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

ESCROW AGENT

_____
Escrow Agent

_____
Name

_____
Date

OWNER

_____
Owner

_____
Name

_____
Date

CONTRACTOR

_____
Contractor

_____
Name

_____
Date

END OF SECTION 009000

SECTION 011000 – SUMMARY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 specification Sections, apply to this Section.

B. Section Includes:

1. Project information and scope of work.
2. Work covered by Contract Documents.
3. Type of Contract.
4. Contractor’s use of site and premises.
5. Access to site.
6. Work restrictions.
7. Specification and drawing conventions.

C. Related Requirements:

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

1.2 PROJECT INFORMATION

A. Project Identification: Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

B. Owner: Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

C. Architect: DLZ Indiana, LLC
138 North Delaware Street
Indianapolis, Indiana 46204
Phone (317) 633-4120
Fax (317) 633-4177

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work primarily consists of general construction, roofing, civil/sitework, heating, ventilating and electrical construction.

1.4 TYPE OF CONTRACT

D. Project will be constructed under a single, unified contract.

E. The contract shall be based on the Substantial Completion Date listed on the Bid Form. The Contractor shall be responsible for scheduling the Work.

1.5 PROJECT DESCRIPTION

A. The project includes a 770 SF sallyport addition to the existing Vigo County Juvenile Center. Project scope of work will include:

1. The addition will be a brick and CMU wall construction with two (2) sectional doors and one exit door.
2. The roof system will be a standing-seam metal roof and associated work matching the existing building roof system.
3. Foundation and structural framing.
4. Heating, lighting and electrical systems.

1.6 CONTRACTOR USE OF PREMISES

A. Use of Site and Building: Contractor shall have limited use of Project site and existing building for construction operations since the building will remain occupied during construction.

B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

C. Condition of Existing Grounds: Maintain portions of the existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

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

B. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances on Project site is not permitted.

C. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" numbering system. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

C. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

D. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

E. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 – NOT USED

PART 3 – EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling requests for substitutions and includes the following:

1. Request for substitutions made prior to receipt of Bids.
2. Request for substitutions made after to receipt of Bids.
3. Request for substitutions made after award of the Contract.

B. Related Sections:

1. Section 016000 - "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

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

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

1.4 SUBMITTALS

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

1. Substitution Request Form: Use CSI Form 13.1A.

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

    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. Certificates and qualification data, where applicable or requested.
    g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    i. Research reports evidencing compliance with building code in effect for Project.
    j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
    k. Cost information, including a proposal of change, if any, in the Contract Sum.
    l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
    m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within ten (10) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within ten (10) days of receipt of request, or ten (10) days of receipt of additional information or documentation, whichever is later.

    a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
    b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than ten (10) days prior to time required for preparation and review of related submittals.

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

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

B. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

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

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

Knowledge for Creating and Sustaining the Built Environment

SUBSTITUTION REQUEST

(After the Bidding/Negotiating Stage)

Project: _____

_____

To: _____

_____

Re: _____

Substitution Request Number: _____

From: _____

Date: _____

A/E Project Number: _____

Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

_____

Savings to Owner for accepting substitution: _____ ($_____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST

(After the Bidding/Negotiating Stage - Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

Attachments: _____

_____

_____

_____

A/E's REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

_____

_____

_____

_____

_____

_____

_____

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect, through Construction Manager, will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests thus issued by Construction Manager 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 by Construction Manager with 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 costs of labor and supervision directly attributable to the change.
    d. 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. Quotation Form: Use CSI Form 13.6D "Proposal Worksheet Summary" and 13.6C "Proposal Worksheet Detail.

B. 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 Construction Manager.

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. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. 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.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Architect will use its administrative form based by reference on AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Construction Manager will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Construction Manager may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

2. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date:

OWNER: *(Name and address)*
Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

ARCHITECT: *(Name and address)*
DLZ, Indiana LLC
138 North Delaware Street
Indianapolis, Indiana 46204

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$	0.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	0.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	0.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
DLZ Indiana, LLC		Greensburg Board of Public Works
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*
Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

OWNER: *(name and address)*
Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: *(name and address)*
DLZ Indiana, LLC
138 North Delaware Street
Indianapolis, Indiana 46204

CCD INFORMATION:
Directive Number: 001
Date:

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ Lump Sum decrease of $0.00
   - ☐ Unit Price of $ per
   - ☐ Cost, as defined below, plus the following fee:
     (Insert a definition of, or method for determining, cost)
   - ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*	OWNER *(Firm name)*	CONTRACTOR *(Firm name)*
DLZ Indiana, LLC	Greensburg Board of Public Works	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

Knowledge for Creating
and Sustaining
the Built Environment

CHANGE ORDER REQUEST (PROPOSAL)

Project: _____ Change Order Request Number: _____

_____ From (Contractor): _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on Proposal Request No._____.

Description of Proposed Change:

Attached supporting information from: ☐ Subcontractor ☐ Supplier _____ ☐ _____ ☐ _____

Reason for Change:

Does Proposed Change involve a change in Contract Sum? ☐ No ☐ Yes [Increase] [Decrease] $_____

Does Proposed Change involve a change in Contract Time? ☐ No ☐ Yes [Increase] [Decrease] _____ days.

Attached pages: ☐ Proposal Worksheet Summary: _____

☐ Proposal Worksheet Detail(s): _____

Signed by: Date:

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

July 1994
CSI Form 13.6A

Knowledge for Creating
and Sustaining
the Built Environment

PROPOSAL WORKSHEET DETAIL

Project: _____ Change Order Request Number: _____

To: _____ From: _____ Contact: _____

Re: _____ Date: _____

Proposal Request Number: _____ A/E Project Number: _____

SHADED AREAS FOR A/E USE

ADDITIONS

	Ref. No.	Item Description	Quantity		UNIT PRICES Materials		UNIT PRICES Labor		SUBTOTALS Materials		SUBTOTALS Labor		TOTAL	
1														
2														
3														
4														

Subtotal (Enter this number on Worksheet Summary.)

DEDUCTIONS

	Ref. No.	Item Description	Quantity		UNIT PRICES Materials		UNIT PRICES Labor		SUBTOTALS Materials		SUBTOTALS Labor		TOTAL	
1														
2														
3														
4														

Subtotal (Enter this number on Worksheet Summary.)

Knowledge for Creating
and Sustaining
the Built Environment

PROPOSAL
WORKSHEET SUMMARY

Project: _____ Change Order Request Number: _____

To: _____ From: _____

Re: _____ Date: _____

Proposal Request Number: _____ A/E Project Number: _____

Complete and attach Proposal Worksheet Detail for each element of Work. Enter Worksheet Information below.

ADDITIONS

	Sheet	Description	Material	Labor	Subtotal
1					
2					
3					
4					
5					
6					
7					
		Subtotal			

DEDUCTIONS

	Sheet	Description	Material	Labor	Subtotal
1					
2					
3					
4					
5					
6					
7					
		Subtotal			

Subcontractor's Net: _____

Subcontractor's OH&P: _____

Subcontractor's Bond: _____

Subcontractor's Total: $ -

Contractor's OH&P: _____

Contractor's Bond: _____

Insurance: _____

Tax: _____

WORKSHEET TOTAL $ -

July 1994
CSI Form 13.6D

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

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

B. Related Sections include the following:

1. Section 012600 - "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Section 013200 - "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.

2. Submit the Schedule of Values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least two-line items (material and labor) for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.

d. Contractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of the Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.

1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. 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. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. 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.

a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

6. 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.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. 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.

a. 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.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

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

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is the 25th day of each month, unless another day is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period ending seven (7) days prior to the date for each progress payment and starting the day following the end of the preceding period. An electronic pencil copy is to be presented to the Architect who shall then have three (3) business days to review or comment. Failure of the Architect to provide comments shall indicate there are none, and the contractor can submit final copies per paragraph (E) below.

C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit electronic copies (PDF’s) of Application for Payment to Architect, which shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

    a. Submit final Application for Payment with or proceeded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

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

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
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.

H. 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.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

PROJECT:
Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

APPLICATION NO: 001
PERIOD TO:

Distribution to:
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

FROM CONTRACTOR:

VIA ARCHITECT: DLZ Indiana LLC
138 N. Delaware Street
Indianapolis, Indiana 46204

CONTRACT FOR: General Construction
CONTRACT DATE:
PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$0.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$0.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$0.00	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00

User Notes:

(3B9ADA4E)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction
CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

TO OWNER: *(Name and address)*
Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Vigo County Juvenile Center Sallyport
202 Crawford Street
Terre Haute, Indiana 47807

TO OWNER: *(Name and address)*
Vigo County Board of Commissioners
650 South 1st Street
Terre Haute, Indiana 47807

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project Collaborative Website.
5. Project meetings.

B. Related Requirements:

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

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

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

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

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

1. Preparation of Contractor's construction schedule.

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

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

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

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

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

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716 or software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow ten (10) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for approval of Contractor's means and methods.
d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Architect's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.

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

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at each progress meeting. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT COLLABORATIVE WEBSITE

A. Contractor shall provide/host, coordinate and manage a Collaborative Website for purposes of hosting and managing project communication and documentation until Final Completion. The Collaborative Website shall be provided for Owner and Architect's use at no additional cost. Project Web site shall include the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. On completion of Project, provide one complete archive copy of Project Collaborative Website files to Owner and to Architect in a digital storage format acceptable to Architect.

C. Contractor, subcontractors, and other parties granted access by Contractor to Project Collaborative Website shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.

1.8 PROJECT MEETINGS

A. General: Contractor shall schedule and conduct meetings and conferences at Project site unless otherwise indicated.

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

B. Preconstruction Conference: Contractor shall schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Lines of communications.
    f. Procedures for processing field decisions and Change Orders.
    g. Procedures for RFIs.

    h. Procedures for testing and inspecting.
    i. Procedures for processing Applications for Payment.
    j. Distribution of the Contract Documents.
    k. Submittal procedures.
    l. Preparation of record documents.
    m. Use of the premises.
    n. Work restrictions.
    o. Working hours.
    p. Owner's occupancy requirements.
    q. Responsibility for temporary facilities and controls.
    r. Procedures for moisture and mold control.
    s. Procedures for disruptions and shutdowns.
    t. Construction waste management and recycling.
    u. Parking availability.
    v. Office, work, and storage areas.
    w. Equipment deliveries and priorities.
    x. First aid.
    y. Security.
    z. Progress cleaning.

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

C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and

installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Possible conflicts.
    i. Compatibility requirements.
    j. Time schedules.
    k. Weather limitations.
    l. Manufacturer's written instructions.
    m. Warranty requirements.
    n. Compatibility of materials.
    o. Acceptability of substrates.
    p. Temporary facilities and controls.
    q. Space and access limitations.
    r. Regulations of authorities having jurisdiction.
    s. Testing and inspecting requirements.
    t. Installation procedures.
    u. Coordination with other work.
    v. Required performance results.
    w. Protection of adjacent work.
    x. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Contractor shall schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of record documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.
    d. Requirements for preparing operations and maintenance data.
    e. Requirements for delivery of material samples, attic stock, and spare parts.
    f. Requirements for demonstration and training.
    g. Preparation of Contractor's punch list.
    h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    i. Submittal procedures.
    j. Owner's partial occupancy requirements.
    k. Installation of Owner's furniture, fixtures, and equipment.

    l. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Contractor shall conduct progress meetings at monthly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.

5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

F. Coordination Meetings: Contractor shall conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Daily construction reports.
4. Material location reports.
5. Field condition reports.
6. Special reports.

B. Related Sections:

1. Section 013300 "Submittals" for submitting schedules and reports.

1.3 DEFINITIONS

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

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

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

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

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

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

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

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

1.4 INFORMATIONAL SUBMITTALS

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

1. PDF electronic file.

B. Start-up construction schedule.

1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

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

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

F. Daily Construction Reports: Submit at monthly intervals.

G. Material Location Reports: Submit at monthly intervals.

H. Field Condition Reports: Submit at time of discovery of differing conditions.

I. Special Reports: Submit at time of unusual event.

J. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

B. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Discuss constraints, including phasing, work stages, and interim milestones.
3. Review delivery dates for Owner-furnished products.
4. Review schedule for work of Owner's separate contracts.
5. Review time required for review of submittals and re-submittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for completion and startup procedures.
8. Review and finalize list of construction activities to be included in schedule.
9. Review submittal requirements and procedures.
10. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for owing long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and re-submittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Products Ordered in Advance: Include a separate activity for each product.
4. Owner-Furnished Products: Include a separate activity for each product.
5. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Fabrication.
    e. Sample testing.
    f. Deliveries.
    g. Installation.
    h. Tests and inspections.
    i. Adjusting.
    j. Curing.
    k. Startup and placement into final use and operation.

7. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

    a. Structural completion.
    b. Permanent space enclosure.
    c. Completion of mechanical installation.
    d. Completion of electrical installation.
    e. Substantial Completion.

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

E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests. Refer to Section 011270 "Applications for Payment" for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues, Unanswered RFIs, Rejected or unreturned submittals and Notations on returned submittals.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

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

B. Start-up Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.

    a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.

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

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

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

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges. Sub-networks on separate sheets are permissible for activities clearly off the critical path.

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

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

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

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

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.

9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Change Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial completions and occupancies.
18. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within 24 hours of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report with 24 hours of event. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 72 hours before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013230 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Sections:

1. Section 013300 - "Submittals" for submitting photographic documentation.
2. Section 017700 - "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For photographer.

B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

C. Digital Photographs:

1. Digital Camera: Minimum sensor resolution of 12.1 megapixels.
2. Final Completion Construction Photographs: Minimum sensor resolution of 22.3 megapixels, with edited HDR style.
3. Format: Minimum 1600 by 1200 pixels, 400 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, un-cropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.
4. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.

c. Name of Architect.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

D. Construction Photographs: Submit two CD's of monthly photographs with each Application for Payment.

1. Identification: On each CD, provide an applied label with the following information typed written:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

1.4 COORDINATION

A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs.

1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner and Architect for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image, unless noted otherwise.

D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.

1. Flag construction limits before taking construction photographs.
2. Take twenty-four (24) photographs to show existing conditions adjacent to property before starting the Work.

E. Periodic Construction Photographs: Take a minimum of twelve (12) photographs per day with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken. Architect may request specific items to be photographed.

F. Final Completion Construction Photographs: Take a minimum of forty-eight (48) color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points for each photo.

1. Do not include date stamp on photographs.
2. Architect shall approve weather conditions prior to exterior photographs.
3. Professional photographer with experience of taking professional photographs of buildings for at least five (5) years shall take all photographs.
4. Provide lighting as required for professional grade photography.
5. Architect shall have full use rights to all digital images with no exceptions.

END OF SECTION 013230

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SECTION 013300 – SUBMITTALS

PART 1 – GENERAL

1.1 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.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

B. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including the Submittals Schedule.
2. Division 01 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that require Architect/Engineer's responsive action(s).

B. Informational Submittals: Written information that does not require Architect/Engineer's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. Coordination: The General Contractor must coordinate the preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of Architect/Engineer’s review.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as

follows. Time for review shall commence on Architect/Engineer's receipt of submittal.

1. Initial Review: Allow fourteen (14) calendar days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect/Engineer will advise the Owner when a submittal must be delayed for coordination.
2. If an intermediate submittal is necessary, process it in same manner as initial submittal.
3. Prime Contractor shall re-submit submittals stamped either “Revise and Resubmit”, “Note Markings and Comments – Resubmittal Required” or “Other Comment – Resubmittal Required” within fourteen (14) calendar days from receipt date of the returned submittal.
4. Allow fourteen (14) Calendar days for the Architect/Engineer to process each resubmittal.
5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit all such Architect/Engineer reviews and processing.

PART 2 – PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections in accordance with submittal procedures above.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Where possible, use manufacturer’s standard electronic printed data for submittals.
3. Mark each submittal to show which products and options are applicable; mark-out options and/or products which are not applicable to the scope of the Project.
4. Include the following information, as applicable:

    a. Manufacturer's written recommendations.
    b. Manufacturer's product specifications.
    c. Manufacturer's installation instructions.
    d. Manufacturer’s cleaning and maintenance instructions.
    e. Standard color charts.
    f. Manufacturer's catalog cuts.
    g. Wiring diagrams showing factory-installed wiring.
    h. Printed performance curves.
    i. Operational range diagrams.
    j. Mill reports.
    k. Standard product operating and maintenance manuals.
    l. Compliance with recognized trade association standards.
    m. Compliance with recognized testing agency standards.
    n. Application of testing agency labels and seals.

o. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:

a. Dimensions.
b. Identification of products or materials.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.
e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
f. Shop-work manufacturing instructions.
g. Templates and patterns.
h. Schedules.
i. Design calculations.
j. Compliance with specified standards.
k. Notation of coordination requirements.
l. Notation of dimensions established by field measurement.
m. Relationship to adjacent structure or materials.
n. Applicable standards, such as ASTM number or Federal Specification.
o. Detailed start-up procedures and forms for all equipment being commissioned.

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11-inches but no larger than 30 by 42- inches.
4. Number of Copies:

a. A single electronic submittal file.

D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."

E. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 01 Section "Quality Requirements" for mockups.
2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect/Engineer's sample where so indicated. Attach label on unexposed side that includes the following:

    a. Generic description of Sample.
    b. Product name or name of manufacturer.
    c. Sample source.

4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:

    a. Size limitations.
    b. Compliance with recognized standards.
    c. Availability.
    d. Delivery time.

5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.

    a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of the variations.
    b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.

6. Number of Samples for Initial Selection: Submit four (4) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.
7. Number of Samples for Verification: Submit four (4) sets of Samples. Architect/Engineer will retain one Sample set; three (3) will be returned to the General Contractor, via Owner’s representative.

    a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

8. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections. Use electronic submittal process (ESP) for all documents where possible for Architect/Engineer review Paper originals are required in O&M Manuals. Refer to Article SUBMITTAL PROCESS above.

1. Number of Copies: Submit one copy of each submittal, unless otherwise indicated. Architect/Engineer will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements in Division 01 Section "Quality Requirements."

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

H. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

I. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

J. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

K. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01 Section "Operation and Maintenance Data."

L. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

M. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

N. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.

O. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

P. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Architect/Engineer, Architect/Engineer will not review this information and will return it with no action taken.

PART 3 – EXECUTION

3.1 TIME PERIOD

A. All submittals for materials and equipment shall be made as noted in paragraph 1.4.G, and in no case shall materials or equipment be delivered to the jobsite until submittals have been reviewed by the Architect and/or Engineer.
This requirement may be cause for delaying Owner's approval of subsequent Applications for Payment.

3.2 ARCHITECT/ENGINEER'S ACTION

A. General:

1. Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
2. The Architect/Engineer will review one (1) initial submittal and one (1) resubmittal and mark with the appropriate stamp. Costs to the Owner for excessive reviews due to incomplete or inaccurate preparation of the submittals will be reimbursed by Change Order.

B. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. APPROVED FOR GENERAL CONFORMANCE WITH DESIGN CONCEPT: Work covered by the submittal may proceed, provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
2. APPROVED, AS NOTED, FOR GENERAL CONFORMANCE WITH DESIGN CONCEPT: Work covered by the submittal may proceed provided it complies with both the Architect/Engineer's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.

3. REVISE AND RESUBMIT: Do not proceed with the Work covered by the submittal. Prepare a new submittal that complies with the Contract Documents, that incorporates the Architect/Engineer's notations and corrections on the submittal and upload the resubmittal to DOCUNET for the Architect/Engineers subsequent review.
4. REJECTED: Do not proceed with the Work covered by the submittal. Prepare a new submittal that complies with the Contract Documents, that incorporates the Architect/Engineer's notations and corrections on the submittal and upload the resubmittal to DOCUNET for the Architect/Engineers final review.
5. NOT SUBJECT TO REVIEW: Work covered by the submittal is not subject to Architect's / Engineer's review.
6. REQUIRES REVIEW AND APPROVAL BY GENERAL CONTRACTOR: Submittal must first be reviewed and signed by a Prime contractor. Resubmit after review has been done.

C. Informational Submittals: Architect/Engineer and Owner's Representative will review each informational submittal but will not return it or will reject it if it does not comply with requirements.

D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

E. Submittals received not following the guidelines hereinbefore will be returned for revision and resubmittal.

END OF SECTION 013300

SECTION 013310 – ELECTRONIC MEDIA REQUEST FORM

1. Company Information:

Company: _____

Address: _____

_____

Telephone: _____

Contact(s): _____

Email: _____

2. Drawings Requested:

Job Name: Vigo County Juvenile Center Sallyport
DLZ #: 2463-4014-90

3. Transmission: Electronically via Company Contact e-mail

4. Drawing Program: ☐ Revit: Version 2023.

Drawing(s):

_____

_____

_____

_____

_____

AGREED AND ACCEPTED _____ _____

Authorized Signature Date

If this information is acceptable, please sign and return with check and Indemnification Clause attached to:

DLZ Indiana, LLC
Attn: Corey Gray - CGRAY@DLZ.com
138 North Delaware Street
Indianapolis, Indiana 46204

DISCLAIMER FOR USE OF CONTRACT DOCUMENT CADD/Revit

_____, hereafter referred to as the Requesting Company, does hereby acknowledge that DLZ has been requested to deliver to them electronic files for the following items: to be used by the Requesting Company, solely for the purpose of the coordination and expediting of the work for the Vigo County Juvenile Center Sallyport and for no other purpose. Except for the preceding purpose, the Requesting Company shall make no alterations whatsoever to said electronic files) without the written consent and at the direction of DLZ Indiana, LLC.

DLZ Indiana, LLC. makes no warranty, either expressed or implied, as to the quality or content of the information contained in said electronic files except as herein stated, and further DLZ Indiana, LLC. makes no warranty expressed or implied for the use of electronic files by the Requesting Company for any purpose other than that specifically instructed as intended use for same. Further, said electronic files shall not be assigned to any party other than the Requesting Company.

ACKNOWLEDGED AND ACCEPTED:

Contractor’s Name	Contractor’s Address
Name Printed	Contractor's City, State, and Zip Code
Signature	Contractor's Telephone Number
Date	Contractor's Email

END OF SECTION 013310

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of ten previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within ten (10) days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections indicated in Structural General Notes, Sheet S0.1."

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing and Inspection Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Pre-construction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each

report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Engage a qualified testing and inspection agency to conduct special tests and inspections required by construction documents and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 015000 – TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 SUMMARY

A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, and security and protection.

B. Temporary utilities required and the responsible Contractor include, but are not limited to:

1. Water service and distribution.

    a. Installation and operation – General Contractor.
    b. Cost of water used from utility only – Owner.

2. Temporary electrical service, power distribution and lighting.

    a. Installation and operation – General Contractor.
    b. Cost of energy used – Owner.

3. Telephone service – General Contractor.
4. Storm and sanitary sewer – General Contractor.

C. Temporary construction and support facilities required but are not limited to:

1. Temporary heat, before enclosure – General Contractor.
2. Temporary heat, after enclosure – General Contractor.
3. Temporary heat and enclosures for Masonry scope of work prior to enclosure – General Contractor.
4. Field offices and storage sheds – General Contractor.
5. Temporary roads and parking – General Contractor.
6. Sanitary facilities, including drinking water – General Contractor.
7. Dewatering facilities and drains – General Contractor.
8. Temporary enclosures:

    a. Before building enclosure – General contractor.
    b. At building enclosure and thereafter – General Contractor.
    c. Masonry scope of work prior to enclosure – General Contractor.

10. Temporary project identification signs and bulletin boards – General Contractor.
11. Waste disposal services – General Contractor.
12. Rodent and pest control – General Contractor.
13. Construction aids and miscellaneous services and facilities – General Contractor.

D. Security and protection facilities required and provided by General Contractor include, but are not limited to:

1. Temporary fire protection.
2. Barricades, warning signs, lights.
3. Environmental protection.
4. Erosion control.
5. Utility protection.

1.2 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, Fire Department and Rescue Squad rules.
5. Environmental protection regulations.

B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
2. Electrical Service - Comply with NFPA, OSHA and UL standards and regulations and all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work. Provide service in compliance with National Electric Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.3 PROJECT CONDITIONS

A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

1.4 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from

damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
2. Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the General Contractor requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility.

1. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
2. Materials and facilities that constitute temporary facilities are property of the Contractor.
3. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
4. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility to install temporary service, or connect to existing service. Where the utility provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the utility's recommendations.

1. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
2. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.

3. Cost or use charges for temporary facilities shall be the responsibility of the Contractor unless otherwise indicated. Use charges for water and electricity consumption will be paid by Owner.

B. Water Service:

1. Provide water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use, including deposits and water usage/consumption.

C. Temporary Electrical Service:

1. Provide weatherproof, electric service to all areas of construction and temporary lighting and power for use by all contractors during the construction period. Include meters, transformers, overcurrent protected disconnect switches, ground fault circuit interrupter devices and main distribution equipment, including deposits.

    a. Arrange with utility company for temporary service

2. Provide two 200 amp, 120/240 volt, single phase, 3 wire, grounded system for power distribution and lighting. Service amperage shall be adequate for the construction of the Project.
3. Coordinate with General Contractor to have service placed in Owner's name.

D. Temporary Power Distribution:

1. Provide two gang duplex grounded convenience outlets having 3-wire grounded type GFCI receptacles within 75′ of outside walls and 150′ spacing in any direction within the building. Install outlets in such a manner that a 100′ extension cord can reach any part of the building, including enclosed areas such as offices.
2. Each Contractor shall provide its own extension cords and its own Ground Fault Circuit Interrupter Equipment or Receptacle if required for special equipment.
3. In addition to the above temporary power, provide and subsequently remove circuits for:

    a: Project Office (Owner, CM and A/E): 100 amp, 120/240 volt, single phase, 4-wire, grounded branch feeder to supply: lighting, power, electric heat and electric air conditioning.

4. Contractors having power requirements other than above shall be responsible for them. Such services include but are not limited to the following:

    a. Power to temporary offices, trailers and sheds.
    b. Special power for masonry saws or mixers, floor grinders, floor sanders, etc.
    c. Heavy duty electrical welding equipment.

d. Temporary heating units.

E. Temporary Lighting:

1. Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
2. Install and operate temporary lighting that will fulfill security and safety protection requirements, without operating the entire system. Provide adequate illumination for construction operations and traffic conditions. Provide circuit switching in temporary lighting arranged to conserve energy.
3. Provide 120 volt lamp holder pigtail socket and guard with 150 watt A-21 lamp at a minimum of one per room or one per 300 sq. ft. of floor space. Generally, in large areas, light stringers shall be installed in rows 20′ apart with lights spaced 15′ apart on stringers. No more than ten 150 watt A-21 lamps or eight 200 watt A-23 lamps shall be installed on any 20 amp circuit. Provide replacement lamps throughout construction of the Project.

    a. Limit lighting installations to intensities which will accommodate normal access and workmanship requirements, recognizing that each entity performing work requiring higher intensity lighting will provide supplementary plug-in temporary lighting at localized areas where such work is in progress.
    b. Provide additional lighting that mimics final lighting installation luminosity during finishing operations requiring same.

4. Number 12 wire may be used for temporary lighting circuits.
5. Temporary lighting at storage / staging areas.
6. Temporary lighting for site security.

F. Temporary Telephones:

1. Service for Contractors shall be provided by contractor requiring same.

3.2 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access. Coordinate through General Contractor.

B. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

C. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30′ of building lines. Comply with requirements of NFPA 241.

D. Temporary Heat, Before Enclosure:

1. Refer to F below for definition of "enclosure"
2. Each Contractor shall provide temporary heat as required by his construction activities
3. Provide portable heating equipment in accordance with Temporary Heat, After Enclosure

E. Temporary Enclosures/Heat – Masonry:

1. Provide temporary enclosures for protection of all exterior masonry in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
2. Provide portable heating equipment, including gas to operate for all exterior masonry work done during inclement weather.
3. Reference requirements listed under "Temporary Heat, Before & After Enclosure" in this same section.
4. Temporary enclosures are to be removed and disposed of at completion of work.
5. Masonry scope of work shall continue through inclement weather until complete.

F. Temporary Heat and Ventilation, After Enclosure:

1. Enclosure is defined as that point when construction is sufficiently complete that, with the use of minimal temporary enclosures, heat and ventilation can be maintained as required for the installation of finish materials and equipment. General Contractor shall coordinate the need for and timing of enclosure.
2. Provide temporary heat, ventilation, and cooling/dehumidification required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low or high temperature or high humidity. Select safe equipment that will not have a harmful effect on completed installation or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

    a. Except where use of a permanent system is authorized, provide vented self-contained LP gas or natural gas heaters with individual space thermostatic control.
    b. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

3. Permanent heating, ventilating and cooling systems may be used upon written request and approval by Owner, subject to the following requirements:

    a. Systems shall be completely installed as designed including permanent wiring connections to permanent power sources. Arrange with installing contractor for operation and maintenance of systems including personnel to monitor efficient use.

4. Maintain a working temperature of not less than 50°F in all parts of the building during working hours, with a minimum of 35°F outside of work hours unless otherwise required by individual Sections or following paragraphs. This includes all areas where work has been installed which might be subject to damage by freezing.
5. For a period of seven days prior to interior finishing (drywall finishing, wood painting, varnishing, resilient tile, ceilings, etc.) and until final acceptance for occupancy by Owner, maintain minimum temperatures of 68°F during working hours and 60°F at all other times.

    a. Provide and maintain appropriate humidity conditions for installation of woodwork, cabinets, acoustic tile, etc.
    b. When permanent system is not available for dehumidification purposes, provide air movement, air replacement and higher air temperatures as methods to attain maximum relative humidity requirements.

6. Just prior to Substantial Completion, provide maintenance and/or repairs required to place heating, ventilating and cooling systems in "like new" condition, including but not limited to the following:

    a. Cleaning of pipe, ductwork and parts.
    b. Oiling and greasing of equipment or parts that would normally require same in a periodic maintenance program.
    c. Replacement of all filters in air systems; this shall be accomplished prior to balancing of systems.
    d. Replacement of significantly worn parts and parts that have been subject to unusual operating conditions.
    e. Cleaning of water strainers in heating, cooling and plumbing systems.

7. The provisions of this Article shall not in any way change or modify the requirements of the General Conditions concerning the warranty-guarantee period which follows Substantial Completion.

    a. Contractor shall pay all costs, if any, to extend manufacturer's warranty on all items of equipment used for temporary facilities.

8. The General Contractor shall be responsible for all phases of operations and maintenance of the temporary heating requirements.
9. The General Contractor shall pay for all costs of electricity and fuel consumed to heat the new construction to meet requirements listed above.

G. Field Offices:

1. The Owner, through the General Contractor, will provide and maintain a project office for the representatives of the Architect, the General Contractor, and the Owner for their exclusive use. This office space will also be used for progress meetings unless notified otherwise.

2. General Contractor's home office must have E-mail capabilities

H. Storage and Fabrication Sheds:

1. General Contractor shall install storage and fabrication shed, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

I. Sanitary Facilities:

1. Facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Provide one unit by Project trailer for use by Owner, General Contractor and Architect.
2. Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
3. Wash Facilities: Provide for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.

J. Dewatering Facilities and Drains:

1. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 31 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water including foundations of building.
2. Dispose of rainwater in a lawful manner which will not result in flooding the project or adjoining property, not endanger permanent work or temporary facilities.
3. Provide temporary drainage where roofing or similar waterproof deck construction is completed prior to connection and operation of permanent drainage piping system.

K. Temporary Enclosures:

1. Provide temporary enclosures for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
2. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

3. Install tarpaulins, etc., securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.
4. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed constructions.
5. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use UL label fire-retardant treated material for framing and main sheathing.
6. Temporary enclosures before the building is enclosed shall be by general contractor, after building enclosure by General Contractor.
7. Temporary enclosures prior to installation of permanent windows, doors, etc., shall be by General Contractor.

L. Project Signs:

1. Provide project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Do not permit installation of unauthorized signs. Removal and reinstallation of project sign may be required.
2. Construct signs of exterior type, Grade B-B HD concrete form Overlay Plywood, PS-1, 3/4" unless otherwise indicated. Support on posts or framing of treated wood or steel. If provided, sign shall be constructed in accordance with details provided in documents.
3. Finish: Engage experienced sign painter/fabricator to finish and apply graphics. Comply with details indicated. Provide exterior grade glass enamel over exterior primer. If provided, sign shall be constructed in accordance with details provided in documents.
4. Traffic Control Signs: Provide and maintain adequate signage to control construction and pedestrian traffic as specified, indicated and/or required for normal construction of the Project.

    a. Remove signs when directed.

5. Provide 4’-8’ high quality Graphic sign on ¾” A/C plywood – Architect to provide artwork. Edge Band with 2 x 4’s and securely set with 6 x 6 posts. If provided, sign shall be constructed in accordance with details provided in documents.

M. PROJECT CLEAN-UP

1. Project Clean-up (During Construction) and Rubbish Container:

    a. General Contractor is responsible for clean-up the storage and office areas.
    b. No trash will be allowed to accumulate for a period of longer than one week.
    c. General Contractor shall provide daily cleanup and removal of rubbish/refuse resulting from operations.
    d. The General Contractor will provide barrels for small rubbish for every 1500 sq. ft. of floor space. The General Contractor will also be

responsible for the removal and emptying of these barrels.

e. The General Contractor will be responsible for cleaning the streets and adjacent areas during construction.

f. General Contractor will provide the labor, materials and equipment required to control air pollution caused by dust and dirt. Compliance with all applicable EPA and other governing regulations is required from all Contractors on site.

2. Storage Areas:

a. Storage areas are defined as those areas each Contractor uses outside the building for temporary storage of materials and staging of materials and those areas within the new building as allowed by the Owner's superintendent for storage and staging.

b. No trash will be allowed to accumulate in these areas for a period of longer than one week. The trash disposal service shall remove materials at least once a week and additionally as necessitated by the volume of materials generated.

c. Should the respective General Contractor fail to main their respective clean-up and disposal operations, the Owner may elect to call in a trash disposal service to remove the materials and charge the respective General Contractor accordingly.

3. Demolition Work:

a. Debris resulting from the demolition work required shall be removed from the site daily.

b. No removed materials will be allowed to accumulate in the building or around the premises

c. It will be each Contractor's responsibility to perform as listed above, but, in case of a dispute, the General Contractor shall have the right to order the trash and rubbish removed, and the cost shall be charged to the Contractor responsible as may be decided by the General Contractor.

4. Dumpster – Trash Service Provided by the General Building Contractor:

a. The General Contractor shall provide a dumpster on the jobsite at all times for use of all trades for Project Clean-up.

5. Final Building Cleanup:

a. Prior to final acceptance of the project, the General Contractor shall employ a building cleaning service to:

1. Wash and clean all equipment (including mechanical and electrical) of installation dirt, grime, and hand prints.
2. Clean all builder’s hardware of dirt, grime and hand prints.

3. Clean light fixtures of dust and dirt.
4. Clean ventilation equipment, unit heater grilles, etc., of all construction dust, dirt, debris, etc.
5. Mop and clean concrete floors.

6. Upon completion of the work of each contract, the areas occupied by the storage of material shall be cleaned of all rubbish and the grounds left clean and approved by the Architect before Substantial Completion will be issued.
7. Burning of trash on the site is prohibited. All materials shall be disposed of off the site in legal manner at the Contractor's expense.

N. Rodent and Pest Control:

1. Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.

O. Construction Aids and Miscellaneous Services and Facilities:

1. General: Design, construct and maintain construction aids and miscellaneous services and facilities as needed to accommodate performance of work. These include, but are not limited to the following:

a. Temporary ladders.
b. Guardrails and barriers.
c. Walkways.

P. Drinking Water:

1. General Contractor shall provide drinking water for all trades under their contract during the construction of the project. Provide sanitary paper cups, ice and disposal containers.

Q. Dust Control:

1. Comply with the requirements of the Air Pollution Control Board of the State of Indiana and other specified requirements.
2. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other areas on or offsite free of dust.

R. Temporary Roads and Parking:

1. Provide and maintain a minimum of 6" crushed limestone at locations as shown on Site Plan, unless noted otherwise. Before spreading of stabilization

aggregates, inspect the subgrade surface with General Contractor for compliance with the requirements of Site Excavation.

2. Remove completely at construction completion and dispose of legally offsite.
3. When practicable, coordinate the use of permanent roads and parking areas with the Paving Contractor.
4. Maintain temporary roads and parking with additional limestone aggregate as required and periodic grading.

S. Snow and Water Removal:

1. From the commencement of the project to the completion of the Work, General Contractor shall keep the Project free from accumulation of water and shall have available, operate and maintain necessary pumping and bailing equipment for this purpose.
2. General Contractor shall remove snow and ice as necessary for the protection and prosecution of the Work and shall protect the Work against weather damage.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Temporary Fire Protection:

1. Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers", and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
2. Locate fire extinguishers where convenient and effective for their intended purpose.
3. Store combustible materials in containers in fire-safe locations.
4. Maintain unobstructed access to fire extinguishers. Prohibit smoking in hazardous fire exposure areas.
5. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

B. Permanent Fire Protection:

1. At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services and place into operation and use. Instruct key personnel on use of facilities.

C. Barricades, Warning Signs and Lights:

1. Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
2. Provide and maintain adequate approved barricades around all obstructions and excavations resulting from the work. Where those obstructions and excavations

occur at any areas crossed by the public or the Owner's personnel, adequate lights shall be installed on the barricades. All entrances and/or accesses to the roadway or walks where these obstructions and excavations occur shall also be barricaded and lighted as specified above.

D. Enclosure Fence:

1. When excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the entrance gates.
2. Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth at perimeter of site and tree protection.
3. Open-mesh fencing: 11-gage, galv., 2", chain link fabric fencing, 6′ high galvanized steel pipe posts, 1½" I.D. for line posts and 2½" I.D. for corner posts. Provide top and bottom wire.
4. Provide fence at staging area and construction as shown on site plan. Patch street paving as required.
5. Temporary fencing will need to be relocated during construction duration to facilitate project.

E. Security Enclosure and Lock-up:

1. Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. General Contractor is required to keep facility locked during non-working hours.
2. Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lock-up. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
3. All contractors must follow Owner’s security requirements, including, but not limited to, badging, security checklists, security inspections, and employee reviews.

F. Environmental Protection:

1. General Contractor to provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
2. Avoid use of tools and equipment which product harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

G. Erosion Control:

1. Conform to requirements of regulatory agencies as called for in the General Conditions. The following list is included as a bidding and construction aid and is not intended to represent all agencies with jurisdiction over this project:

    a. Environmental Protection Agency
    b. Corp. of Engineers
    c. Department of Agriculture, Soil Conservation Service
    d. State of Indiana Stream Pollution Control Boards
    e. State of Indiana, Department of Natural Resources, Division of Water
    f. County and municipal regulatory agencies.

2. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing material is present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits.
3. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative.
4. The area of bare soil exposed at any one time by construction operations should be held to a minimum.
5. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.
6. Certificates:

    a. Prior to delivery, submit two copies of all certificates specified herein.
    b. Certificates shall be notarized and attest to compliance with the applicable specifications for grades, types or classes.

7. Containers:

    a. Containers shall be unopened at delivery and the respective labels shall show contents and compliance with all applicable laws.
    b. Store containers off the ground and protect from the weather.

8. General Building Construction shall be responsible for developing an Erosion Control Plan and complying with Indiana Department of Environmental Management Rules.

    Contractor requirements include the following:

    a. All methods and procedures to comply with Erosion Control Plan
    b. Weekly execution of Soil Erosion Self-Inspection Logs that will be available onsite for review in accordance with IDEM and local requirements.

H. Utility Protection:

1. Existing utility lines and structures indicated or known shall be protected from damage during construction operations.

    a. All Contractors to locate and flag all lines and structures before beginning excavation and other construction operations.

2. Utility lines constructed for this Project shall be protected by the installing contractor.
3. When utility lines and structures that are to be removed or relocated are encountered within the area of operations, notify the Architect and General Contractor and affected utility in ample time for the necessary measures to be taken to prevent interruption of the services.
4. Damage to existing utility lines or structures not indicated or known shall be reported immediately to the Architect and General Contractor and the affected utility. If determined that repairs are required under the Contract, the cost of such repairs will be covered by Change Order. If the contractor could have known of the utilities through proper location, flagging or drawing review the contractor shall pay for repairs.

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Sections:

1. Section 012500 - "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "Basis-of-Design Product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

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

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within ten (10) days of receipt of request, or ten (10) days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 012500 - "Substitution Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 012500 - "Substitution Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to Divisions 02 through 33. Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 - "Closeout Procedures."

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements.

Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 – EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-furnished products.
6. Coordination of Owner-furnished and installed products.
7. Progress cleaning.
8. Starting and adjusting.
9. Protection of installed construction.
10. Correction of the Work.

B. Related Sections:

1. Section 012500 - "Substitution Procedures" for submitting surveys.
2. Section 017700 - "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Each Subcontractor is responsible for cutting, fitting and patching required to complete the work.

Submit plan to and Architect/Engineer describing procedures at least ten (10) days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

B. Qualification Data: For registered land surveyor or professional engineer.

C. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

E. Certified Surveys: Submit AutoCAD electronic drawing file signed by registered land surveyor.

F. Final Property Survey: Submit AutoCAD electronic drawing file in AutoCAD (Current version) showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a registered land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of three permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

D. Final Property Survey: Engage a registered land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

F. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned

with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements as required by local jurisdiction.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements as noted in specific sections.

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 - "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017310 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Section 024119 "Selective Demolition" for demolition of selected portions of the building for alterations.
2. Other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work or where required by poor conditions of the existing building.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least ten (10) days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed and indicate why they cannot be avoided.
2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

1. Primary operational systems and equipment.
2. Mechanical systems piping and ducts.
3. Control systems.
4. Communication systems.
5. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture or vapor barriers.
2. Membranes and flashings.
3. Equipment supports.
4. Piping, ductwork, vessels and equipment.
5. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials or as noted on the drawings. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Services: Where existing services are required to be removed, relocated or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Restore site, including walks, drives, curbs, grass, sod and landscaping to original condition.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting. Pipe and conduit shall be cut behind surface of wall.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Provide support and structure required for patching. Provide structure for patching of wall penetrations.

END OF SECTION 017310

SECTION 017400 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 013300 "Submittal Procedures" specifies procedures for submitting warranties.
2. Section 017700 "Closeout Procedures" specifies contract closeout procedures.
3. Other Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, all warranties shall commence upon final Substantial Completion for all portions of work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

1. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Form of Submittal: At Final Completion compile two (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents and sized to receive 8-1/2-by-11-inch paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name and name of the Contractor.
3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
4. Warranties can also be provided electronically with all the information listed for the hard copy submittal.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017400

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SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

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

B. The Owner has established that this Project shall include proactive measures for waste management participation by all parties to the contract.

1. The purpose of this program is to ensure that during the course of the Project all diligent means are employed to pursue practical and economically feasible waste management options.
2. Waste disposal to landfills shall be minimized.

C. Definitions:

1. Waste: Any material that has reached the end of its intended use. Waste includes salvageable, returnable, recyclable and reusable construction materials that would otherwise be discarded or destroyed.
2. Construction Waste: Solid wastes including, but not limited to, building materials, packaging materials, debris and trash resulting from construction operations.
3. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse or deposit in landfill or Waste to Energy facility acceptable to authorities having jurisdiction.
4. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
5. Salvage: Recovery of demolition or construction waste.
6. Hazardous Waste: Any material or byproduct of construction that is regulated by the Environmental Protection Agency and that may not be disposed in any landfill or other waste end-source without adherence to applicable laws.
7. Trash: Any product or material unable to be returned, reused, recycled or salvaged.
8. Landfill: Any public or private business involved in the practice of trash disposal.
9. Waste Management Plan: A Project-related plan for the collection, transportation and disposal of the waste generated at the construction site.

1.2 SUMMARY

A. Related Requirements:

1. Section 042200 "Concrete Unit Masonry" for disposal requirements for masonry waste.

2. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS – (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT IMPLEMENTATION

A. Implement the following practices to ensure construction waste is handled and diverted properly.

1. Provide handling, containers, storage, signage, transportation and other items as required the entire duration of the Contract.
2. Define specific areas to facilitate separation of materials for recycling.
3. If single-stream recycling is not used:

    a. Separate construction waste by type at Project site to the maximum extent practical.
    b. Do not mix recyclable materials.
    c. Recycle and waste bin areas are to be maintained in an orderly manner and clearly marked to avoid contamination of materials. Inspect containers and bins weekly for contamination and remove contaminated materials if found.

4. Stockpile processed materials on site without intermixing with other materials. Place, grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
5. Store components off the ground and protect from weather.

B. Hazardous Wastes: Store in secure areas and comply with the following:

1. Hazardous wastes shall be separated, stored and disposed of in accordance with local and EPA regulations and additional criteria listed below:

    a. Building products manufactured with PVC or containing chlorinated compounds shall not be incinerated.
    b. Disposal of fluorescent tubes and ballasts to open containers is not permitted.
    c. Disposal of building elements containing mercury to open containers is not permitted.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to, recycled.
2. Comply with environmental controls specified in Division 01 Section 01 50 00 Temporary Facilities, Construction Controls and Facilities.

3.2 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or Waste to Energy facility acceptable to authorities having jurisdiction.

1. Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with this section.
2. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials on site.

C. Incineration/ Burning: Incineration/ burning of waste materials is not acceptable unless it is a part of a waste to energy diversion strategy.

D. Disposal: Transport waste materials off Owner’s property and legally dispose of them.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Sections:

1. Section 013230 - "Photographic Documentation" for submitting final completion construction photographic documentation.
2. Section 017300 - "Execution" for progress cleaning of Project site.
3. Section 017820 - "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Section 017830 - "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
5. Section 017900 - "Demonstration and Training" for requirements for instructing Owner's personnel.
6. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 011270 - "Applications for Payment."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

4. Submit list of incomplete items in the following format:

a. PDF electronic file.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove snow and ice to building front door to provide safe access to building.
    f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

h. Sweep and mop concrete floors clean in unoccupied spaces.
i. Remove labels that are not permanent.
j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
l. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.

    1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.

o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
p. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

END OF SECTION 017700

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SECTION 017820 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Sections:

1. Section 011000 - "Summary of Work" for coordinating operation and maintenance manuals.
2. Section 012500 - "Substitution Procedures" for submitting copies of submittals for operation and maintenance manuals.
3. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

2. Three (3) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

C. Initial Manual Submittal: Submit draft copy of each manual at least forty-five (45) days before commencing demonstration and training. Architect and Commissioning Agent will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents.

If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

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

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.

2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 017830 "Project Record Documents."

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017820

SECTION 017830 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Sections:

1. Section 011000 - "Summary of Work" for coordinating project record documents covering the Work of multiple contracts.
2. Section 017700 - "Closeout Procedures" for general closeout procedures.
3. Section 017820 - "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Divisions 01 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two sets of marked-up record prints. Notes shall be clearly identified and noted in a readable format.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications. Notes shall be clearly identified and noted in a readable format.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file with scanned PDF electronic file(s) of marked up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file with scanned PDF electronic file(s) of marked up paper copy of Product Data.

1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file with scanned PDF electronic file(s) of marked up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction.

C. **Do not use project record documents for construction purposes**. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.
D. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017830

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

B. Related Sections:

1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instructional time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu-of video recording of live instructional module.

B. Qualification Data: For facilitator, instructor, and videographer.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies of each demonstration or training session within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.
d. Name of Contractor.
e. Date of video recording.

2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, three-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, experienced in operation and maintenance procedures and training.

C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required for at least the past five (5) years.

D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.

2. Documentation: Review the following items in detail:

    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project record documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.

b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017820 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Contractor will furnish an instructor to describe basis of system design, operational requirements, criteria, regulatory requirements and to describe Owner's operational philosophy.
2. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, with at least fourteen (14) days advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect. Media shall be DVD format.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

D. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

E. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

F. Pre-Produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

SECTION 024119 - SELECTIVE DEMOLITION

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. Demolition and removal of selected portions of building.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage and deliver to Owner ready for reuse or store.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse and reinstall where indicated.

D. Remove and Reinstall with New: Detach items from existing construction, replace with new items and reinstall where indicated.

E. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

F. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Engineering Survey: Submit engineering survey of condition of building.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property**,** for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.

2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 – PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building selective demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

B. Temporary Shoring: Design, provide and maintain shoring, bracing and structural supports as required to preserve stability and prevent movement, settlement or collapse of construction and finishes to remain and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated on the drawings. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, roofs and framing.

3. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways and other adjacent occupied and used facilities.

C. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports and miscellaneous materials necessary to make item functional for use indicated.

F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw and then remove masonry between saw cuts.

C. Standing-Seam Metal Roofing: Standing-Seam Roof removal extent should include temporary measures so that building interior remains watertight and weathertight during the new roof installation. See specification Sections 074113.16 “Standing Seam Metal Roofing Panels” for new roofing requirements and 086200 “Unit Skylight Dome Replacement

1. Remove existing standing-seam metal roof, flashings and downspouts as required for new construction.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

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SECTION 042113 - BRICK MASONRY GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Face brick.
2. Mortar.
3. Ties and anchors.
4. Embedded flashing.
5. Miscellaneous masonry accessories.

B. Related Sections:

1. Section 042200 – “Concrete Unit Masonry” for CMU backup.
2. Section 055000 - "Metal Fabrications" for furnishing steel lintels and for brick masonry.
3. Section 076200 - "Sheet Metal Flashing and Trim" for exposed sheet metal flashing.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For the following:

1. Masonry Units: Show sizes, profiles and coursing with existing.
2. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

C. Samples for Verification: For each type and color of the following:

1. Weep holes and vents.
2. Accessories embedded in masonry.

D. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.

1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.

E. Material Certificates: For each type and size of the following:

1. Cementitious materials. Include brand, type and name of manufacturer.
2. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
3. Anchors, ties and metal accessories.

F. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.4 QUALITY ASSURANCE

A. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

B. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

C. Mockups: Build mockup to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for material and execution.

1. Build sample panel adjacent to existing construction for comparison of match.
2. Clean exposed faces of mockups with masonry cleaner as indicated.
3. Protect accepted mockups from the elements with weather-resistant membrane.
4. Approved mockups may not become part of the completed.

1.5 DELIVERY, STORAGE AND HANDLING

A. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

B. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

C. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover and in a dry location or in covered weatherproof dispensing silos.

D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.6 PROJECT CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24-inches down both sides of walls and hold cover securely in place.

2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24-inches down face next to unconstructed wythe and hold cover in place.

B. Stain Prevention: Prevent grout, mortar and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
2. Protect sills, ledges and projections from mortar droppings.
3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.

D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

2.2 BRICK

A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of existing adjacent units.

B. Face Brick: Field facing brick complying with ASTM C 216.

1. Subject to compliance with requirements, provide Architect approved modular brick as manufactured by one the following or a comparable product to match existing brick:

a. Acme Brick.
b. Belden Brick.

b. Boral Bricks, Inc.
c. Endicott Clay Products Co.
d. General Shale Brick, Inc.
e. Glen-Gery Corporation.

2. Size: Modular.
3. Grade: SW.
4. Type: FBS; Straight Edge.
5. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
6. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
7. Full Unit Size (Actual Dimensions): Match existing.
8 . Dimensional Tolerances: Meet or exceed ASTM C 216.

2.3 MORTAR MATERIALS

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color as required to produce mortar color to match existing.

B. Hydrated Lime: ASTM C 207, Type S.

C. Aggregate for Mortar: ASTM C 144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.

D. Cold-Weather Admixture: No cold-weather admixtures shall be used.

E. Water: Potable.

F. Color: Match existing.

2.4 MORTAR MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.

1. Do not use calcium chloride in mortar.
2. Use Portland cement-lime mortar unless otherwise indicated.
3. No cold-weather admixtures allowed.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide Type S for exterior Brick construction.

1. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.
2. Application: Use pigmented mortar for exposed mortar joints with the following units.

2.5 TIES AND ANCHORS

A. Ties and Anchors at Exterior Walls:

1. Screw-attached, wire tie masonry veneer anchors, corrosion-resistant, self-drilling, barrel-screw designed to receive wire tie. One-piece, consisting of 3/8-inch diameter barrel, moisture intrusion washer with rubber seal, flanged head and barrel to receive plastic thermal-short-resistant clip, designed to seat barrel directly on structural portion of back-up with flanged head covering fastener hole. Barrel-screw shall have spacer that seats directly against framing and is same thickness as sheathing with gasketed washer head that covers hole in sheathing.

a. Screw and Wire Tie Finish: ASTM A153/A 153M – Standard Specification for Zinc-Coating (Hot Dipped) on Iron and Steel Hardware.
b. Thermal Washer: Tru-Fast Thermal Grip Pronged Washer.
c. Thermal Clip: One-piece snap on plastic clip for barrel loop of masonry veneer anchor to create thermal break between wire tie in veneer and barrel back-up.
d. Masonry Ties: Wire 3/16-inch diameter by length required for application; triangular shape. Provide minimum 2 inches embedment in mortar.
e. Provide appropriate anchor for back up and as tested with insulation system.
f. Masonry veneer anchor system shall be acceptable to insulation system manufacturer as tested for ASTM E 2357 air barrier requirements and ASTM E331 moisture intrusion test.
g. Product: Subject to compliance with requirements, provide following:

1) Heckman Building Products, Inc.: No. 75 Pos-I-Tie.

2.6 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD

A. Cavity Wall and Foundation Wall and Under Slab Insulation

1. Extruded Polystyrene Board, Type IV; ASTM C578, Type IV, 25 psi minimum compressive strength; unfaced; maximum flame spread and smoke developed indexes of25 and450 respectively, per ASTM E84.

a. Basis of Design/Manufacturer: Subject to compliance with requirements provide “Styrofoam Ultra SL” as manufactured by DuPont. Product Representative Contact: 317-979-1700.

1) Aged R-value: 5.6 minimum per inch thickness.
2) Total minimum thickness: 3 inches, single layer with ship-lapped vertical edges.

2.6 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual and Section 076200 - "Sheet Metal Flashing and Trim" and as follows:

1. Stainless-Steel: ASTM A 240/A 240M, Type 304, 0.016-inch thick.
3. Fabricate continuous flashings in sections 96-inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
4. Fabricate metal flashing embedded in masonry from stainless-steel or copper, with ribs at 3-inch intervals along length of flashing to provide an integral mortar bond.
5. Products: Subject to compliance with requirements, provide one of the following:

    a. Cheney Flashing Company; Cheney Flashing (Dovetail) or Cheney 3-Way Flashing (Sawtooth).
    b. Keystone Flashing Company, Inc.; Keystone 3-Way Interlocking Thru-wall Flashing.

6. Fabricate flashing with drip edge unless otherwise indicated. Fabricate by extending flashing 1/2-inch out from wall, with outer edge bent down 30 degrees and hemmed.
7. Fabricate metal drip edges for ribbed metal flashing from plain metal flashing of same metal as ribbed flashing and extending at least 3-inches into wall with hemmed inner edge to receive ribbed flashing and form a hooked seam. Form hem on upper surface of metal so that completed seam will shed water.
8. Metal Drip Edge: Fabricate from stainless-steel. Extend at least 3-inches into wall and 1/2-inch out from wall, with outer edge bent down 30 degrees and hemmed.
9. Metal Expansion-Joint Strips: Fabricate from stainless-steel to shapes indicated.

B. Flexible Flashing: Use one of the following unless otherwise indicated:

1. Copper-Laminated Flashing: 5-oz./sq. ft. copper sheet bonded between 2 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.

    a. Products: Subject to compliance with requirements, provide one of the following:

        1) Advanced Building Products Inc.; Copper Fabric Flashing or Copper Sealtite 2000.
        2) Dayton Superior Corporation, Dur-O-Wal Division; Copper Fabric Thru-Wall Flashing.
        4) Hohmann & Barnard, Inc.; H & B C-Fab Flashing.
        5) Phoenix Building Products; Type FCC-Fabric Covered Copper.
        6) Sandell Manufacturing Co., Inc.; Copper Fabric Flashing.
        7) York Manufacturing, Inc.; Multi-Flash 500.

2. Asphalt-Coated Copper Flashing: 5-oz./sq. ft. copper sheet coated with flexible asphalt. Use only where flashing is fully concealed in masonry.

    a. Products: Subject to compliance with requirements, provide one of the following:

        1) Advanced Building Products Inc.; Cop-R-Cote.

2) Dayton Superior Corporation, Dur-O-Wal Division; Copper Coated Thru-Wall Flashing.
3) Hohmann & Barnard, Inc.; H & B C-Coat Flashing.
4) Phoenix Building Products; Type ACC-Asphalt Bituminous Coated.
5) Sandell Manufacturing Co., Inc.; Coated Copper Flashing.

C. Application: Unless otherwise indicated, use the following:

D. Where flashing is indicated to receive counterflashing, use metal flashing.

E. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.

F. Where flashing is fully concealed, use flexible flashing.

2.7 MISCELLANEOUS MASONRY ACCESSORIES

A. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

1. Weep/Vent Products: Use one of the following unless otherwise indicated: Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height 3-5/8-inches and width of head joint and depth 1/8-inch less than depth of outer wythe, in color selected from manufacturer's standard.

a. Products: Subject to compliance with requirements, provide one of the following:

2. Dayton Superior Corporation, Dur-O-Wal Division; Cell Vents.
3. Heckmann Building Products Inc.; No. 85 Cell Vent.
4. Hohmann & Barnard, Inc.; Quadro-Vent.

B. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Advanced Building Products Inc.; Mortar Break or Mortar Break II.
b. Archovations, Inc.; CavClear Masonry Mat.
c. Dayton Superior Corporation, Dur-O-Wal Division; Polytite MortarStop.
d. Mortar Net USA, Ltd.; Mortar Net.

2. Provide one of the following configurations:

a. Strips, full-depth of cavity and 10-inches high, with dovetail shaped notches 7-inches deep that prevent clogging with mortar droppings.
b. Strips, not less than 1-1/2-inches thick and 10-inches high, with dimpled surface designed to catch mortar droppings and prevent weep holes from clogging with mortar.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.

B. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

C. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

1. Mix units from several pallets or cubes as they are placed.

D. Mix brick from several cartons for best shading during installation.

3.3 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation do not vary by more than plus 1/2-inch or minus 1/4-inch.
2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2-inch.
3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4-inch in a story height or 1/2-inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4-inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8-inch in 10 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4-inch in 10 feet, or 1/2-inch maximum.

4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8-inch in 10 feet or 1/2-inch maximum.
5. For lines and surfaces do not vary from straight by more than 1/4-inch in 10 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4-inch in 10 feet, or 1/2-inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16- inch except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8-inch with a maximum thickness limited to 1/2-inch. Do not vary from bed-joint thickness of adjacent courses by more than 1/8-inch.
2. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8-inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8-inch.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed modular brick in 1/2 running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs. Soldier corners are a special shape.

C. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

E. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

3.5 MORTAR BEDDING AND JOINTING

A. Lay hollow brick as follows:

1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.

2. With entire units, including areas under cells, fully bedded in mortar at starting course on footings.

B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.6 EXPANSION JOINTS

A. General: Install expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span expansion joints without provision to allow for in-plane wall or partition movement.

B. Form expansion joints in brick as follows:

1. Build flanges of metal expansion strips into masonry. Lap each joint 4-inches in direction of water flow. Seal joints below grade and at junctures with horizontal expansion joints if any.
2. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8-inch for installation of sealant and backer rod specified in Section 079200 - "Joint Sealants."

C. Provide horizontal, pressure-relieving joints by either leaving an airspace or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than 3/8-inch.

3.7 REPAIRING, POINTING AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.

3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof tape.

4. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

END OF SECTION 042113

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SECTION 042200 - CONCRETE UNIT MASONRY

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. Concrete masonry units.
2. Mortar and grout.
3. Steel reinforcing bars.
4. Masonry-joint reinforcement.
5. Embedded flashing.
6. Miscellaneous masonry accessories.

B. Related Requirements:

1. Section 031000 "Concrete Forming and Accessories" for installing dovetail slots for masonry anchors.
2. Section 042113 "Brick Masonry" for furnishing brick masonry construction.
3. Section 051200 "Structural Steel Framing" for installing anchor sections of adjustable masonry anchors for connecting to structural steel frame.
4. Section 076200 "Sheet Metal Flashing and Trim" for exposed sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.

1.3 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For the following:

1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
2. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls.
3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

C. Samples for Verification: For each type and color of the following:

1. Colored-aggregate Mortar: Make Samples using same sand and mortar ingredients to be used on Project.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Material Certificates: For each type and size of the following:

1. Masonry units.

a. Include material and strength test reports substantiating compliance with requirements.
b. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.

2. Integral water repellant used in CMUs.
3. Cementitious materials. Include name of manufacturer, brand name, and type.
4. Mortar admixtures.
5. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
6. Grout mixes. Include description of type and proportions of ingredients.
7. Reinforcing bars.
8. Joint reinforcement.
9. Anchors, ties, and metal accessories.

C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.

D. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.

E. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

D. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockup of typical wall area as required by Section 042113 "Brick Masonry". Include each type of masonry unit, including CMU's, used on project.
2. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.

    a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
    b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.

3. Approved mockups may not remain as part of the completed Work.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.

E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.9 FIELD CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24-inches down both sides of walls and hold cover securely in place.
2. Where one wythe of multi-wythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24-inches down face next to unconstructed wythe and hold cover in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
2. Protect sills, ledges, and projections from mortar droppings.
3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.

E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 PERFORMANCE REQUIREMENTS

A. Provide structural unit masonry that develops indicated net-area compressive strengths at 28 days.

1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to TMS 602/ACI 530.1/ASCE 6.
2. Determine net-area compressive strength of masonry by testing masonry prisms according to ASTM C1314.

2.3 UNIT MASONRY, GENERAL

A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 except as modified by requirements in the Contract Documents.

B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.

1. Where fire-resistance-rated construction is indicated, units shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction.

2.4 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.

1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
2. Provide bullnose units for outside corners unless otherwise indicated.

B. CMUs: ASTM C 90.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3050 psi.
2. Density Classification: Normal weight, linear shrinkage not to exceed 0.065 percent.
3. Size (Width): Manufactured to dimensions 3/8-inch less than nominal dimensions.
4. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3750 psi.
5. Pattern:

    a. One-half running bond.

2.5 MASONRY LINTELS

A. Masonry Lintels: Built-in-place masonry lintels made from bond beam CMUs matching adjacent CMUs in color, texture, and density classification, with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

2.6 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C114.

B. Hydrated Lime: ASTM C207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of Portland cement and hydrated lime containing no other ingredients.

D. Mortar Cement: ASTM C 1329/C 1329M.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Capital Materials Corp.
    b. Cemex.

c. Essroc.
d. Holcim (US), Inc.
e. Lafarge North America, Inc.
f. Lehigh Cement Co, Inc.
g. National Cement Co., Inc.
h. Private-labeled product that utilizes cement manufactured by one of listed manufacturers above.

E. Aggregate for Mortar: ASTM C 144.

F. Aggregate for Grout: ASTM C 404.

1. Fine Aggregate: Gradation in accordance with INDOT No. 23.
2. Coarse Aggregate: One hundred percent of the coarse aggregate shall pass the 1/2 in. sieve and no more than 5% shall pass the No. 30 sieve.

G. Cold-Weather Admixture: No cold-weather admixtures shall be used.

H. Water: Potable.

2.7 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: ASTM A 615 or ASTM A 996, Grade 60.

B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.

1. Heckmann Building Products, Inc.; No. 376 Rebar Positioner.
2. Hohman & Barnard, Inc.; RB Rebar Positioners, RB-Twin Rebar Positioners.
3. Wire-Bond; O-Ring or Double O-Ring Rebar Positioner.

C. Masonry Joint Reinforcement, General: Ladder or Truss joint reinforcement confirming to ASTM A 951.

1. Interior Walls: Hot-dip galvanized, carbon steel.
2. Exterior Walls: Hot-dip galvanized, carbon steel.
3. Wire Size for Side Rods: 0.187-inch diameter.
4. Wire Size for Cross Rods: 0.187-inch diameter.
5. Wire Size for Veneer Ties: 0.187-inch diameter.
6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16-inches o.c.
7. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.8 TIES AND ANCHORS

A. General: Ties and anchors shall extend at least 1-1/2-inches into masonry but with at least a 5/8 cover on outside face.

B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.

1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82; with ASTM A 153, Class B-2 coating.
2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008, Commercial Steel, with ASTM A 153, Class B coating.
3. Steel Plates, Shapes, and Bars: ASTM A 36.

C. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2-inches parallel to face of veneer.

D. Individual Wire Ties: Rectangular units with closed ends and not less than 4-inches wide.

1. Where wythes do not align or are of different materials, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4-inches.
2. Wire: Fabricate from 3/16-inch-diameter, hot-dip galvanized steel wire.

E. Rigid Anchors (Load Bearing CMU to Load Bearing CMU): Fabricate from steel bars 1-1/2-inches wide by 1/4-inch thick by 24-inches long, with ends turned up 2-inches or with cross pins unless otherwise indicated.

1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153.

F. Horizontal Joint Reinforcement (CMU to CMU): Fabricate from steel wire 3/16-inches diameter.

1. Hohmann & Barnard, Inc.; 130 Truss-Tri-Mesh or approved equal.
2. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153.

G. Adjustable Thermal Masonry-Veneer Anchors to Cold-Formed Steel Studs:

1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment through sheathing to steel studs, and as follows:

a. Products:

1) Hohmann & Barnard, Inc.; Veneer Anchor, 2-Seal Wing Nut Tie.
2) Heckmann Building Products, Inc.; Pos-I-Tie.

2. Wire Ties: Manufacturer's standard galvanized wire tie for product fabricated from 0.187-inch-diameter, hot-dip galvanized-steel wire unless otherwise indicated.
3. Corrosion Protection: Hot-dip galvanize after fabrication.

H. Partition Top Anchors: 0.105-inch-thick metal plate with 3/8-inch diameter metal rod 6-inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from stainless-steel.

2.9 MISCELLANEOUS ANCHORS

A. Post-installed Anchors: Provide chemical or torque-controlled expansion anchors, with capability to sustain, without failure, a load equal to six times the load imposed when installed in solid or grouted unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

1. Manufacturers:

    a. HILTI.
    b. Simpson Strong-Tie.
    c. Redhead.

2. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (5 microns) for Class SC 1 service condition (mild).
3. Where post-installed anchors are indicated in Drawings, provide type indicated. If not indicated provide either chemical or torque-controlled expansion as required above.

2.10 MISCELLANEOUS MASONRY ACCESSORIES

A. Preformed Control-Joint Gaskets: Made from PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

2.11 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

2.12 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Limit cementitious materials in mortar to Portland cement and lime.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.

1. Concrete Masonry Unit Construction:

a. Portland Cement-Lime Mix: Packaged blend of Portland cement and hydrated lime containing no other ingredients, use Type S.

D. Grout for Unit Masonry: Comply with ASTM C 476.

1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
2. Provide grout with a slump of 8 to 11-inches as measured according to ASTM C 143.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
2. Verify that foundations are within tolerances specified.
3. Verify that reinforcing dowels are properly placed.
4. Verify that substrates are free of substances that would impair mortar bond.

B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

D. Preparation: Prepare surfaces and materials in accordance with MSJC Specifications for Masonry Structures. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.

3.2 INSTALLATION, GENERAL

A. Build chases and recesses to accommodate items specified in this and other Sections.

B. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.

C. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

D. Concrete Masonry Units:

1. Install concrete masonry units in accordance with standard masonry practices, NCMA and MSJC Specifications for Masonry Structures and manufacturer's instructions.
2. Lay units by selecting product from more than one pallet at a time during installation.
3. Lay units with full mortar head and bed joints.
4. All cutting shall be done with masonry saw to provide, clean, sharp, unchipped edges.
5. Do not use masonry units with broken corners and edges in excess of ASTM C90 and ASTM C1634.
6. Temporary Formwork and Shores: Construct formwork to support reinforced masonry elements during construction.
7. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.3 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2-inch or minus 1/4-inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2-inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4-inch in a story height or 1/2-inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4-inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8-inch in 10 feet, 1/4-inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4-inch in 10 feet, 3/8-inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8-inch in 10 feet, 1/4-inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4-inch in 10 feet, 3/8-inch in 20 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4-inch in 10 feet, or 1/2-inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16-inch.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8-inch, with a maximum thickness limited to 1/2-inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8-inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8-inch or minus 1/4-inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8-inch.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in 1/2 running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

C. Lay concealed masonry with all units in a wythe in running bond. Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

1. Conduits and built-in items shall not be set in masonry unit cell containing reinforcement.

F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.

H. Fill cores in hollow CMUs with grout 24-inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

I. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.

1. Install compressible filler in joint between top of partition and underside of structure above.
2. Brace non-load bearing interior concrete masonry walls as indicated.
3. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Division 07 Section "Fire-Resistive Joint Systems."

3.5 MORTAR BEDDING AND JOINTING

A. Lay hollow CMUs as follows:

1. Bed face shells in mortar and make head joints of depth equal to bed joints.
2. Bed webs in mortar in all courses of piers, columns, and pilasters.
3. Bed webs in mortar in grouted masonry, including starting course on footings.
4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.

B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Rake out mortar joints at pre-faced CMUs to a uniform depth of 1/4-inch and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.

D. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

E. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

F. Cut joints flush where indicated to receive waterproofing unless otherwise indicated.

3.6 CAVITY WALLS

A. Bond wythes of cavity walls together using one of the following methods:

1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 2.67 sq. ft. of wall area spaced not to exceed 24-inches o.c. horizontally and 16-inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12-inches of openings and space not more than 36-inches apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 16-inches o.c. vertically.

    a. Where bed joints of wythes do not align, use adjustable (two-piece) type ties.
    b. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type ties to allow for differential movement regardless of whether bed joints align.

2. Masonry Joint Reinforcement: Installed in horizontal mortar joints.

a. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type reinforcement to allow for differential movement regardless of whether bed joints align.

B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.

3.7 MASONRY-JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8-inch on exterior side of walls, 1/2-inch elsewhere. Lap reinforcement a minimum of 6-inches.

1. Space reinforcement not more than 16-inches o.c.
2. Space reinforcement not more than 8-inches o.c. in foundation walls and parapet walls.
3. Provide reinforcement not more than 8-inches above and below wall openings and extending 12-inches beyond openings in addition to continuous reinforcement.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.8 CONTROL AND EXPANSION JOINTS

A. General: Install control- and expansion-joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.

B. Control Joints: Designed to reduce restraint and permit longitudinal movement. Per NCMA Tek Note 10-2C and 10-4, proper control joint spacing is required for concrete masonry walls.

1. Single-Wythe Concrete Masonry Units: Joints shall not exceed the lesser of a maximum panel length to height ration of 1-1/2:1 or a distance of 25 feet.
2. Show locations of joints on Drawings.

C. Form control joints in concrete masonry as follows:

1. Install preformed control-joint gaskets designed to fit standard sash block.

3.9 LINTELS

A. Install steel lintels where indicated.

B. Provide masonry lintels where shown and where openings of more than 24-inches for block-size units and 12-inches for block-size units are shown without structural steel or other supporting lintels.

C. Provide minimum bearing of 8-inches at each jamb unless otherwise indicated.

3.10 FLASHING

A. General: Install embedded flashing at ledges and other obstructions to downward flow of water in wall where indicated.

B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At lintels, extend flashing a minimum of 6-inches into masonry at each end. At heads and sills, extend flashing 6-inches at ends and turn up not less than 2-inches to form end dams.
3. Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than 1-1/2-inches or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
4. Install metal drip edges and sealant stops with ribbed sheet metal flashing by interlocking hemmed edges to form hooked seam. Seal seam with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
5. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2-inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
6. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2-inch back from outside face of wall and adhere flexible flashing to top of metal flashing termination.
7. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.

C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.

D. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

3.11 REINFORCED UNIT MASONRY

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.

1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
2. Limit height of vertical grout pours to not more than 60-inches.

3.12 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.

A. Inspections: Special inspections according to Level B in "International Building Code."

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
3. Place grout only after inspectors have verified proportions of site-prepared grout.

B. Testing Prior to Construction: One set of tests.

C. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.

D. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C140 for compressive strength.

E. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C780.

G. Grout Test (Compressive Strength): For each mix provided, according to ASTM C1019.

F. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
4. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

3.14 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.

1. Crush masonry waste to less than 4-inches in each dimension.
2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
3. Do not dispose of masonry waste as fill within 18-inches of finished grade.

C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.

D. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

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SECTION 050553 - SECURITY METAL FASTENINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. All exposed security fasteners located in the Project including fasteners used in fabrication of project components, shall be security fasteners as specified herein unless specifically excluded in the list below.
2. Excluded equipment, systems and locations.

    a. Roof mounted equipment.
    b. Mechanical, electrical, security and technology equipment rooms.
    c. Above suspended ceilings.
    d. Behind access panels.
    e. Within pipe and duct chases.
    f. Wallboard fasteners.
    g. Metal and plastic laminate casework hardware.
    h. Movable furniture.
    i. Areas outside the secure perimeter of the facility.

B. Related Sections include the following:

1. Section 055000 -- “Metal Fabrications”.
2. Section 055963 – “Detention Enclosures”.
3. Section 081113 – “Hollow Metal Doors and Frames”.
4. Section 083113 - “Access Doors and Frames”.
5. Section 083119 – “Security Access Doors and Frames”.
6. Section 083323 – “Overhead Coiling Doors”.
7. Section 083463 – “Detention Doors and Frames”.
8. Section 085663 – “Detention Windows”.
9. Section 087100 – “Door Hardware”.
10. Section 087163 – “Detention Door Hardware”.
11. Section 095753 – “Security Ceiling Assemblies”.
12. Section 101100 – “Visual Display Units”.
13. Section 102213 – “Wire Mesh Partitions”.
14. Section 102800 – “Toilet, Bath, and Laundry Accessories”.
15. Section 102813 – “Detention Toilet Accessories”.
16. Section 111800 – “Security Equipment”.

17. Section 111916 – “Detention Gun Lockers”.
18. Section 125500 – “Detention Furniture”.
19. Section 135500 – “Prefabricated Modular Steel Cells”
20. Division 21 – Fire Suppression Sections.
21. Division 22 – Plumbing Sections.
22. Division 23 – Heating, Ventilation and Air Conditioning Sections.
23. Division 26 – Electrical Sections.
24. Division 27 – Communications Sections.
25. Division 28 – Electronic Safety and Security Sections.

1.3 QUALITY ASSURANCE

A. Security fasteners shall be installed and removed by tools manufactured for such purpose. Tools shall be produced by security fastener manufacturer or licensed agent.

1.4 SUBMITTALS

A. Confirm with each submittal required by work of various sections, exact type of security fastener proposed for use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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. Holo-Krome; a Danaher Corporation.
2. Safety Socket LLC.
3. Tamper-Pruf Screws.
4. Textron Fastening Systems; Textron, Inc.

2.2 SECURITY FASTENERS

A. Drive-System Type: Pinned Torx-Plus.
B. Fastener Strength: 120,000 psi.
C. Socket Button Head Fasteners:

1. Stainless-steel, ASTM F 879, Group 1 CW.

D. Socket Flat Countersunk Head Fasteners:

1. Heat-treated alloy steel, ASTM F 835.
2. Stainless-steel, ASTM F 879, Group 1 CW.

E. Socket Head Cap Fasteners:

1. Heat-treated alloy steel, ASTM A 574.
2. Stainless-steel, ASTM F 837, Group 1 CW.

F. Protective Coatings for Heat-Treated Alloy Steel:

1. Zinc and clear trivalent chromium where indicated.
2. Zinc phosphate with oil, ASTM F 1137, Grade I, or black oxide unless otherwise indicated.

2.3 TOOLS

A. Provide five (5) complete sets of tools to fit each type and size security screw used on this project.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install security fasteners in accordance with manufacturer's instructions, using proper tools and procedures.
B. Security fasteners as specified herein shall be obtained by the manufacturer, fabricator, supplier or installer of each component or work requiring their use.

1. It shall be the manufacturer/fabricator's sole responsibility to determine the proper size, type, grade, class, quantity, spacing and location of security fastener for each use/application.

C. Security fastener installation shall be the sole responsibility of the manufacturer/fabricator and the installing Contractor.

END OF SECTION 050553

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SECTION 055000 - METAL FABRICATIONS

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. Steel framing and supports for sectional doors.
2. Steel framing and supports for applications where framing and supports are not specified in other Sections.
3. Loose bearing and leveling plates for applications where they are not specified in other Sections.
4. Pipe bollards and plastic sleeves.

B. Products furnished, but not installed, under this Section include the following:

1. Loose steel lintels and sill angles.
2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
3. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

C. Related Requirements:

1. Section 033000 - "Cast-in-Place Concrete" for installing anchor bolts, steel pipe sleeves, slotted-channel inserts, wedge-type inserts, and other items cast into concrete.
2. Section 042113 – “Brick Masonry” for installing loose lintels, anchor bolts, and other items built into brick masonry.
3. Section 042200 - "Concrete Unit Masonry" for installing loose lintels, anchor bolts, and other items built into unit masonry.

1.3 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves,

concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Fasteners.
2. Paint products.
3. Shrinkage-resisting grout.
4. Pipe bollards.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:

1. Steel framing and supports for sectional doors.
2. Steel framing and supports for applications where framing and supports are not specified in other Sections.
3. Loose bearing and leveling plates for applications where they are not specified in other Sections.
4. Pipe Bollards.
5. Loose steel lintels.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer’s experience with providing delegated-design engineering services of the kind indicated, including documentation that the engineer is licensed in the jurisdiction in which the Project is located.

B. Mill Certificates: Signed by stainless-steel manufacturers, certifying that products furnished comply with requirements.

C. Welding certificates.

D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

E. Research/Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.7 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A36

C. Steel Tubing: ASTM A500, cold-formed steel tubing.

D. Steel Pipe: ASTM A53, Standard Weight (Schedule 40) unless otherwise indicated.

E. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.

1. Size of Channels: 1-5/8 by 1-5/8-inches.
2. Material: Galvanized steel, ASTM A653/A653M, with G90 coating; 0.079-inch nominal thickness.

2.3 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless-steel fasteners for fastening aluminum.

B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 325, Type 3; with hex nuts, ASTM A 563, Grade C3; and, where indicated, flat washers.

C. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F 593; with hex nuts, ASTM F 594; and, where indicated, flat washers; Alloy Group 1.

D. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.

1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

E. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

F. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

G. Post-Installed Anchors: Provide chemical or torque-controlled expansion anchors, with capability to sustain, without failure, a load equal to six times the load imposed when installed in solid or grouted unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

1. Manufacturers:

a. HILTI.
b. Simpson Strong-Tie.
c. Redhead.

2. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
3. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

H. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8-inches by length indicated with anchor straps or studs not less than 3-incheslong at not more than 8-incheso.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

2.4 MISCELLANEOUS MATERIALS

A. Low-Emitting Materials: Paints and coatings shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Primer: Comply with Section 099113 - "Exterior Painting" and Section 099123 - "Interior Painting."

C. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated. Fabrications at exterior doors shall be considered exterior.

D. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

F. Non-shrink, Nonmetallic Grout: Factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

G. Concrete: Comply with requirements in Section 033000 - "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 4000 psi.

2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32-inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use security flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated, coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2-inches with a minimum 6-inch embedment and 2-inch hook, not less than 8-inches from ends and corners of units and 24-inches o.c., unless otherwise indicated.

2.6. MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts for units installed after concrete is placed.

C. Galvanize miscellaneous framing and supports where indicated.

2.7 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

B. Galvanize and paint plates.

2.8 LOOSE STEEL LINTELS AND SILL ANGLES

A. Fabricate loose steel lintels and sill angles from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in

single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.

B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span, but not less than 8-inchesunless otherwise indicated.

D. Galvanize and paint loose steel lintels and sill angles located in exterior walls.

2.9 METAL BOLLARDS

A. Fabricate metal bollards from steel shapes, as indicated.

B. Metal bollard sleeves:

1. Basis-of-Design: IDEAL SHIELD; 2525 Clark Street, Detroit, Michigan 48209-1355. Phone: (877) 325-0769.
2. Plastic Sleeve: Polyethylene Thermoplastic (LDPE) tubes having ultra-violet resistance and anti static properties, nominal thickness 0.250-inches. Color shall be OSHA yellow unless otherwise noted. Size covers for pipe diameters.
3. Surface of sleeve to be smooth with round top.

2.10 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.11 FINISHES, GENERAL

A. Finish metal fabrications after assembly.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.12 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
2. Galvanize all exterior steel including lintels, & coiling door & screen supports.

B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.

C. Shop prime iron and steel items unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

1. Shop prime with primers specified in Division 09 Painting Sections.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:

1. Cast Aluminum: Heavy coat of bituminous paint.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Anchor supports for overhead doors securely to, and rigidly brace from, building structure.

3.3 INSTALLING BEARING AND LEVELING PLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with non-shrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 INSTALLING METAL BOLLARDS

A. Anchor bollards in place with concrete footings. Center and align bollards in holes 3-inches above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.

B. Fill bollards solidly with concrete, mounding top surface to shed water.

C. Install sleeve in accordance with Manufacturer's written recommendations and secure so that removal is only done by mechanical device.

3.5 REPAIRS

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mildry film thickness.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055000

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SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

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. Wood blocking and nailers.

B. Related Requirements:

1. Section 074113.16 “Standing-Seam Metal Roof Panels” for wood nailers required for roof.

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2-inches nominal or greater size but less than 5-inches nominal size in least dimension.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat wood cants, nailers, curbs, equipment support bases, blocking, stripping and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

2.3 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

B. Dimension Lumber Items: Construction or No. 2 grade lumber.

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Wood Screws: ASME B18.6.1.

D. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and where indicated flat washers.

E. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

F. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain without failure, 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

C. Do not splice structural members between supports unless otherwise indicated.

D. Provide blocking and framing as indicated and as required to support curbs, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16-inches o.c.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

F. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

H. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2-inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

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

B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

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SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Cavity wall insulation and accessories.

    a. Creates building envelope air barrier and vapor barrier in exterior walls. Separate air barrier product/system not required.

2. Concealed building insulation (interior).
3. Types of insulation.

    a. Extruded polystyrene foam-plastic board.

B. Related Requirements:

1. Section 033000 - “Cast-In-Place Concrete” for perimeter insulation at concrete slab and foundation wall.
2. Section 042200 - "Concrete Unit Masonry" for insulation installed on CMU walls.
3. Section 074113.16 - "Standing-Seam Metal roof panels" for insulation specified as part of roofing construction.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Submittals for cavity wall insulation/air barrier system shall be submitted concurrently with masonry ties and associated accessories submittals. If submittals for each component of system are not submitted concurrently, review of all submittals will be delayed until all component submittals have been received.

1.4 INFORMATIONAL SUBMITTALS

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

B. Evaluation Reports: For foam-plastic insulation, from ICC-ES.

C. Certificate from insulation manufacturer that insulation and sheathing assembly has passed specified ASTM E 2357 air barrier testing and specified ASTM E 331 for water penetration.

1.5 CLOSEOUT SUBMITTALS

A. Thermal Performance Warranty: Manufacturer's minimum fifty (50) year thermal performance warranty for cavity wall insulation.

B. Insulation assembly manufacturer's representative mockup observations report and three (3) Project observation reports made during installation of materials.

1.6 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of building insulation through one source from single manufacturer.

B. Fire-Test-Response Characteristics: Provide insulation and related materials with fire-test-response characteristics indicated, as determined by testing identical products in compliance with test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

1. Surface-Burning Characteristics: ASTM E 84.
2. Fire-Resistance Ratings: ASTM E 136.

C. Air Barrier Performance: Provide cavity wall insulation and related materials with information from manufacturer indicating insulation assembly has passed testing based on ASTM E 2357, Standard Test Method for Determining Air Leakage of Air Barrier Assemblies or ASTM E 283, Standard Test Method for Determining Rate of Air leakage Through Exterior Windows, Curtainwalls and Doors Under Specified Pressure Difference Across Specimen.

D. Water Penetration Performance: Provide cavity wall insulation and related materials with information from manufacturer indicating insulation assembly has passed testing based on ASTM E 331, Stand Test method for Water Penetration of Exterior Windows, Skylights, Doors and Curtainwalls by Uniform Static Air Pressure Difference.

1.7 DELIVERY, STORAGE, AND HANDLING

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

B. Protect foam-plastic board insulation as follows:

1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

PART 2 - PRODUCTS

2.1 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD TYPE 1

A. Wall Extruded Polystyrene Board: ASTM C 578, Type IV, 25-psi minimum compressive strength; unfaced; maximum flame-spread and smoke-developed indexes of 25 and 450, respectively, per ASTM E 84.

1. Basis-of-Design Product: Subject to compliance with requirements, provide “Ultra SL” extruded polystyrene foam insulation board Styrofoam Brand manufactured by Dow Chemical or a comparable product by the following:

    a. DiversiFoam Products.
    b. Johns Manville.
    c. Owens Corning.

2. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
3. Thermal Resistance: ASTM C518 R-Value 5.6 per inch minimum.
4. Compressive Strength: ASTM D1621 psi minimum 25.
5. Total (minimum) Thickness: 3-inches, single layer with ship-lapped vertical edges.

2.2 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD TYPE 2

A. Foundation Extruded Polystyrene Board: ASTM C 578, Type IV, 25-psi minimum compressive strength; unfaced; maximum flame-spread and smoke-developed indexes of 25 and 450, respectively, per ASTM E 84.

1. Basis-of-Design Product: Subject to compliance with requirements, provide “Scoreboard” extruded polystyrene foam insulation board Styrofoam Brand manufactured by Dow Chemical or a comparable product by the following:

    a. DiversiFoam Products.
    b. Johns Manville.
    c. Owens Corning.

2. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
3. Thermal Resistance: ASTM C518 R-Value 5.0 per inch minimum.

4. Thickness: 2-inches.
5. Compressive Strength: ASTM D1621 psi minimum 25.

2.3 CLOSED-CELL SPRAY POLYURETHANE FOAM INSULATION

A. Closed-Cell Spray Polyurethane Foam: ASTM C 1029, Type II, minimum density of 2.0 lb./cu. ft. Product shall contain no CFC's or urea formaldehyde. Product shall comply with current State building code, including acceptable fire rating.

1. Manufacturers: Subject to compliance with requirements, provide one of the following:

a. Dow Chemical Company; "Froth Pak".
b. Dow Chemical Company; "Great Stuff Pro" or "Great Stuff Door and Window"
c. Touch'n Seal/Foam Kit 200FR.
d. Manufacturer/Product that complies with current State building code for specific application indicated.

2. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

a. Flame-Spread Index: 25 or less.
b. Smoke-Developed Index: 450 or less.

6. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

2.4 ACCESSORIES

A. Seam Sealant and Transition Material.

1. Provide "LiquidArmor LT" seam-sealing sealant and transition material recommended, approved and warranted by cavity wall rigid-foam-plastic board insulation manufacturer.

B. Insulation for Miscellaneous Voids:

1. Spray Polyurethane Foam Insulation: ASTM C 1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.

C. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions with installer present, for compliance with requirements of Sections in which substrates and related work are specified and for other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

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

3.3 INSTALLATION, GENERAL

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

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

1. Installed insulation shall provide continuous coverage without interruption and be connected to all building envelope components to provide continuous building air barrier when completed.

D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

E. For preformed insulation units, provide sizes to fir 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.

3.4 INSTALLATION OF SLAB INSULATION

A. On vertical slab edge and foundation surfaces, set insulation units using manufacturer's recommended adhesive according to manufacturer's written instructions.

1. If not otherwise indicated, extend insulation from below exterior grade line to the top of the footing.

3.5 INSTALLATION OF FOUNDATION WALL INSULATION

A. Butt panels together for tight fit.

B. Adhesive Installation: Install with adhesive or press into tacky waterproofing or dampproofing according to manufacturer's written instructions.

3.6 INSTALLATION OF CAVITY-WALL INSULATION

A. Foam-Plastic Board Insulation: Install units with temporary insulation fasteners as recommended by manufacturer to hold insulation in place until masonry ties are installed. Fit courses of insulation between obstructions with edges butted tightly in all directions. Press units firmly against inside substrates indicated. Seal joints and unavoidable spaces with insulation manufacturer’s recommended seam sealant or spray-applied polyurethane foam.

1. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Section 042200 - "Concrete Unit Masonry."
2. Provide bead of sprayed polyurethane foam at bottom of insulation in cavity to seal bottom of insulation to substrate.
3. At top of cavity, provided sprayed polyurethane foam approximately 4-inches high by 2-inches thick full length of wall to seal insulation to substrate.
4. Insulation shall be continuous with no interruptions, full height and width of cavity.

B. Install boards with length of boards (ship-lapped edges) oriented vertically and parallel to studs for ease of installation and to allow water to drain to ground.

1. Secure boards temporarily with “Wind-Lock” fastener only. Complete board installation with two-piece masonry wall ties designed for this purpose and specified in Division 4 “Concrete Unit Masonry”. Drill pilot holes for CMU substrate installation.
2. Wall ties shall be inserted through insulation board according to manufacturer’s instructions. Do not allow shaft of fastener to “drift” or “wobble”. Rubber washer on back of pintle shaft is intended to seal shaft hole in foamboard insulation. Do not necessarily align wall ties with edges of insulation board.

    a. Should tie shaft hole through foamboard insulation be enlarged, cover exposed portions of hole with seam sealant or specified sprayed polyurethane foam.

C. Sealing Joints:

1. Seal all joints of rigid cavity insulation including joints with adjacent material other than extruded polystyrene and adjacent construction with seam sealant recommended and warranted by insulation manufacturer.

2. Miscellaneous holes and voids in cavity wall insulation, including enlarged veneer anchoring locations, shall be sealed with seam sealant or specified spray-applied foam insulation.

3.7 FIELD QUALITY CONTROL:

A. Cavity wall insulation manufacturer's representative shall make three (3) observations during installation to verify proper installation of insulation/air barrier system assembly and provide report of each observation.

B. Juncture of Wall to Roof Insulation:

1. Contractor shall request final in-wall inspection for building envelope completion verification with architect.

3.8 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

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SECTION 072119 - FOAMED-IN-PLACE INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Closed-cell spray polyurethane foam.

B. Related Requirements:
1. Section 042200 - "Concrete Unit Masonry" for polyurethane spray foam in this wall type.
2. Section 072100 - "Thermal Insulation" for foam-plastic board and batt insulation.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.
B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
C. Evaluation Reports: For spray-applied polyurethane foam-plastic insulation, from ICC-ES Evaluation Report and manufacturer’s documentation confirming material conforms to ASTM C1029.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 CLOSED-CELL SPRAY POLYURETHANE FOAM

A. Closed-Cell Spray Polyurethane Foam: ASTM C 1029, Type II, minimum density of 2.0 lb./cu. ft. and minimum aged R-value at 1-inch thickness of 6.0 deg F x h x sq. ft./Btu at 75 deg F.

1. Basis-of-Design Product: Subject to compliance with requirements, provide “JM Corbond III” manufactured by Johns Manville or a comparable product by one of the following:

    a. BASF Corporation.
    b. DuPont.
    c. CertainTeed Corporation.
    d. Icynene Inc.

2. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

    a. Flame-Spread Index: 25 or less.
    b. Smoke-Developed Index: 450 or less.

3. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
4. Location: Exterior wall system to fill cavities, cracks and penetrations, preventing uncontrolled air leakage.

2.2 ACCESSORIES

A. Primer: Material recommended by insulation manufacturer where required for adhesion of insulation to substrates.

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify that substrates are clean, dry, and free of substances that are harmful to insulation.

B. Priming: Prime substrates where recommended by insulation manufacturer. Apply primer to comply with insulation manufacturer's written instructions. Confine primers to areas to be insulated; do not allow spillage or migration onto adjoining surfaces.

3.2 INSTALLATION

A. Comply with insulation manufacturer's written instructions applicable to products and applications per ASTM C 1029.
B. Spray insulation to envelop entire area to be insulated and fill voids.
C. Apply in multiple passes to not exceed maximum thicknesses recommended by manufacturer. Do not spray into rising foam.

D. Framed Construction: Install into cavities formed by framing members to achieve thickness indicated on Drawings.
E. Cavity Walls: Install into cavities to fully fill void.

F. Miscellaneous Voids: Apply according to manufacturer's written instructions.
G. Maintain 3-inch clearance around heating vents, steam pipes, recessed lighting fixtures and other heat sources.

3.3 PROTECTION

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

END OF SECTION 072119

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SECTION 072726 – FLUID APPLIED MEMBRANE AIR BARRIERS, VAPOR RETARDING

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. Liquid applied air/vapor and liquid moisture barrier.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For liquid-applied asphalt emulsion air/vapor-retarding barrier.
2. Manufacturer’s application instructions.

1.4 QUALITY ASSURANCE

A. Installer Qualifications:

1. Air Barrier Installer shall be currently accredited under the Air Barrier Association of America and ensure applicators are certified in accordance with the ABAA Quality Assurance Program.
2. Use an experienced installer and adequate number of skilled personnel who are thoroughly trained and experienced in the application of the air barrier.
3. Air Barrier Installer performing Work shall be approved by air barrier membrane manufacturer.

B. Obtain air barrier materials from a single manufacturer regularly engaged in manufacturing the product.

C. Provide products which comply with all state and local regulations controlling use of volatile organic compounds (VOCs).

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Store materials in a clean, dry area in accordance with manufacturer's instructions.

C. Store at temperatures at or above 40 degrees F (4 degrees C), free from contact with cold or frozen surfaces.

D. Protect materials during handling and application to prevent damage or contamination.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Liquid-Applied, Vapor-Retarding Air Barrier System: Single-component, fluid-applied and polymer-modified vapor-retarding air barrier membrane.

1. Performance Based Specification: Vapor-retarding air barrier membrane shall be an elastomeric asphalt emulsion having the following characteristics:

a. Color Black.
b. Air Permeability ASTM E2178: 0.004 cfm /ft.^{2} @ 75 Pa (1.57 lb./ft.^{2}).
c. Water Vapor Permeance ASTM E96 (Method B): ≤0.1 perms.
d. Elongation ASTM D412: 1500 %.
e. Tensile Strength ASTM D412: 15 psi.
f. Service Temperature: -20 degrees F (-29 degrees C)

B. MANUFACTURERS

1. Basis-of-Design Product: Subject to compliance with requirements, provide Air-Shield LM as manufactured by W.R. Meadows, Inc. or a comparable product.

2.2 ACCESSORIES

A. Transition Membrane and Flashing: 40-mil self-adhesive polymeric membrane for reinforcement of joints, inside and outside corners and dissimilar material connections.

B. Through-Wall Flashing: 40-mil self-adhesive polymeric sheet membrane.

C. Liquid Flashing: Fluid-applied, single-component, flashing membrane reinforcement of joints, inside and outside corners and dissimilar material connections.

D. Joint Reinforcing Fabric: Spun-bonded polyester fabric for reinforcement of flat joints and corner conditions with primary fluid-applied membrane.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive membrane are deemed appropriate in accordance with air barrier manufacturer's current technical literature.

B. Notify Architect if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

C. Start of the Work shall construe installer acceptance of substrates and conditions.

3.2 SURFACE PREPARATION

A. Protect adjacent surfaces not designated to receive air barrier.

B. Clean and prepare surfaces to receive air barrier membrane in accordance with manufacturer's instructions.

C. Ensure all areas to receive joint treatment, reinforcement and membrane application are clean, dry, smooth, and free from all bond-breaking contaminants. Remove and replace any damaged structural substrate components.

D. Do not apply membrane system to surfaces unacceptable to manufacturer.

E. All surfaces to receive fluid-applied membrane air barrier system must be clean, free of standing water, ice, snow, frost, dust, dirt, oil, curing compounds, or any other foreign material detrimental to proper adhesion of the membrane.

F. Prefill all bug holes on concrete and masonry with appropriate cementitious patching mortar. Strike masonry joints flush.

G. Patch all cracks, small voids, offsets, irregularities, and small deformities on concrete and masonry surfaces with appropriate cementitious patching mortar at least two hours before application. Eliminate all sharp protrusions and fins in cast-in-place concrete.

END OF SECTION 072500

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SECTION 074113.16 - STANDING-SEAM METAL ROOF PANELS

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. Standing-Seam metal panel roofing system, including:

a. Roofing manufacturer's requirements for the specified warranty.
b. Preparation of roofing substrates.
c. Composite board roof insulation.
d. Self-adhering underlayment.
e. Gutters and downspouts.
f. Flashings.
g. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete roofing system.

B. Related Sections:

1. Section 061053 “Miscellaneous Rough Carpentry” for perimeter wood members attachment of edge trim and wood nailers associated with roof insulation.

1.3 REFERENCES

A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.

1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2011.
2. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.
3. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2008.
4. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2013.
5. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2013.

6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
7. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; American Society for Testing and Materials; 2011.
8. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2012.
9. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 2005 (Reapproved 2012)
10. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference; American Society for Testing and Materials; 1995 (Reapproved 2011).
11. ASTM E1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems; American Society for Testing and Materials; 2011.
12. MBMA - Metal Roofing Systems Design Manual; Metal Building Manufacturers Association; 2012.
13. PS 1 - Construction and Industrial Plywood; 2009.
14. PS 20 - American Softwood Lumber Standard; 2010.
15. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
16. UL 2218 - Standard for Impact Resistance of Prepared Roof Covering Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment and facilities needed to make progress and avoid delays.
2. Review methods and procedures related to metal roof panel installation, including manufacturer's written instructions.
3. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
4. Review structural loading limitations of deck during and after roofing.
5. Review flashings, special details, drainage, penetrations and transition between new and existing roof systems.
6. Review governing regulations and requirements for insurance, certificates and tests and inspections if applicable.
7. Review temporary protection requirements for metal panel systems during and after installation.
8. Review procedures for repair of metal panels damaged after installation.
9. Document proceedings, including corrective measures and actions required and furnish copy of record to each participant.

1.5 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 each type of panel and accessory.
2. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures and accessories; and special details. Distinguish between factory and field-assembled work.
2. Accessories: Include details of the flashing, trim and anchorage systems, at a scale of not less than 1-1/2-inches per 12-inches (1:10).

    a. Flashing and trim.
    b. Composite board roof insulation.
    c. Ridge/Hip cap.
    d. Roof penetrations.

C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection to match existing.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:

1. Metal Roof Panels: 12-inches long by actual panel width. Include clips, fasteners and other metal panel accessories.
2. Trim and Closures: 12-inches long. Include fasteners and other exposed accessories.
3. Accessories: 12-inch-long samples for each type of accessory.
4. Composite Board Roof Insulation: 12 by 12-inches.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

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

C. Field quality-control reports.

D. Sample Warranties: For special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal roof panels to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1. Build mockups for typical roof area and accessories to ensure new system matches the existing roof.

a. Size: 12 feet long by 6 feet.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver components, metal panels and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store and erect metal panels in a manner to prevent bending, warping, twisting and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting or other surface damage.

D. Retain strippable protective covering on metal panels during installation.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

1.11 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports and roof penetrations with actual equipment provided.

B. Coordinate metal roof panel installation with rain drainage work, flashing, trim and other adjoining work to provide a leakproof, secure and noncorrosive installation.

1.12 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems, flashings, edges and trims that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including rupturing, cracking or puncturing.
b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: Five (5) years from date of Substantial Completion.

B. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.

1. Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 STANDING-SEAM METAL ROOF PANELS

A. General: Standing seam metal roof panels and other components, together forming a watertight assembly having the following characteristics:

B. Technical Information:

1. Air Infiltration: ASTM E283 & E1680.
2. Structural Performance: ASTM E330 & E1592.
3. Water Penetration: ASTM E331 & E1646-95.
4. Fire Rating: UL Class A Rated Assemblies, UL 263 & UL 790.
5. Design Snow Load: Not less than 20 psf.
6. Maximum Deflection Under Snow Load: Not more than L/180 or as recommended by ASCE 7, whichever is less.
7. Wind Uplift Resistance: Class 90minimum, when tested in accordance with UL580.

8. Wind Pull-Off resistance: No failure of roof panel or fasteners when tested in accordance with ASTM E1592 for negative loading equal to negative design wind load for assemblies not tested, capacity for gage, span or loading may be determined by interpolating between test values only.
9. Impact Resistance: Minimum of Class 4, when tested in accordance with UL 2218.
10. Thermal Effects: Design roof panels and their attachment to allow free movement in response to expansion and contraction forces resulting from temperature variation, as specified in the MBMA Metal Roofing Systems Design Manual.
11. External Fire Resistance: Class A, B, C, when tested in accordance with ASTM E108 or UL 790.
12. Provide all necessary members and connections, whether indicated in the manufacturer's standard detail drawings or not.
13. Accessories and Fasteners: Capable of resisting the specified design wind uplift forces and allowing for thermal movement of the roof panel system, not restricting free movement of the roof panel system resulting from thermal forces except at designed points of roof panel fixity.

C. Roof System Components: In order from the top down:

1. Metal roofing panels and trim.
2. Underlayment: Self-adhering, high temperature underlayment over entire roof; material as specified.
3. Composite coverboard/insulation panel.

    a. Thickness: 3-1/2inches.

2.2 ROOF PANELS AND SHEET METAL FABRICATIONS

A. Manufacturers:

1. Atas International.
2. Berridge Manufacturing Co.
3. Holcim Elevate
4. Pac-Clad Petersen/Carlisle Company.
5. McElroy Metal.

B. Roof Panels: Roll formed metal roofing panels produced in a permanent factory environment with fixed-base roll-forming equipment.

1. Type: Match existing.
2. Seam Height: Match Existing.
3. Seam Spacing: Match existing.
4. Panel Width: Match existing.
5. Seam Profile: Match existing.
6. Texture: Smooth.
7. Roof Slope: 1 3/4-inch to 12-inch (Match existing).
8. Provide factory applied integral seam sealant in leg of panel.

9. Form roofing panels in longest practical lengths, true to shape, accurate in size, square and free from distribution or manufacturing defects.

C. Material: 26 gage ASTM A792 (50 or 80 ksi) steel (Match existing).

1. Finish: AZ55 Bare. (Match existing)

D. Sheet Metal Components Associated with Metal Roof Panels: Made by same manufacturer and compatible with roof panels; of not less than minimum thickness required by roof panel manufacturer.

1. Fabricate trim, fascia, flashing and accessories to roofing manufacturer's specified or approved profiles.
2. Exposed metal components of same finish as panels.
3. Color: Same as panels.
4. Provide the following formed sheet metal components:

a. Eave.
b. Ridge.
c. Rake edge.
d. Pipe and other penetration flashings, for penetrations over 8-inches.
e. Flashings at interface to other roofing types.
f. Other flashings.

2.3 ROOF INSULATION AND COVER BOARDS

A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C1289 Type I Class 1, with the following additional characteristics:

1. Thickness: 3 1/2-inches.
2. Thermal Value: R-value of 5.7 per 1 inch, when tested in accordance with ASTM C1289-13.
3. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C1289.
4. UL-Classified and FM-approved for direct to steel deck applications.
5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
6. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
7. Basis-of-Design Product: ISO 95+ GL Polyisocyanurate Insulation by Holcim Elevate.

B. Composite OSB/Polyisocyanurate Foam Insulation Boards: Closed cell polyisocyanurate foam complying with ASTM C1289 Type V Class 1, laminated to oriented-strand board, with black glass-fiber-reinforced mat on other face, with the following additional characteristics:

1. Basis-of-Design Product: Subject to compliance with requirements provide "HailGard (Nailbase)" composite board roof insulation by Holcim Elevate or a comparable product.
2. OSB Thickness: 7/16 - 1/2-inch thick.
3. Foam Thickness: 3-inches.
4. Total Composite Board Roof Insulation Thickness: 2-1/2-inches.

5. Foam Compressive Strength: 20 psi when tested in accordance with ASTM C1289.
6. Recycled Content -- Foam Component: 19 percent post-consumer and 15 percent post industrial, average.
7. Density: 2 pcf per ASTM D1622.
8. Water Vapor Transmission: <1.0 Perm per ASTM E96.
9. Water Absorption: <1% by Volume per ASTM C209.

C. Insulation/Cover Board Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof system manufacturer.

2.4 ACCESSORY MATERIALS

A. Self-Adhered Underlayment: Rubberized sheet waterproof membrane complying with ASTM D 1970/D1970M, self-adhering.

1. Resistance to Direct Exposure: At least 60 days.
2. Minimum High Temperature Resistance: 230 degrees F (110 degrees C).
3. Water Vapor Permeance: 0.1 perm (5.7 ng/ (Pa s sq m)), maximum.

B. Fasteners: In strict accordance with metal roof panel manufacturer's requirements; minimize exposed fasteners.

1. Fasteners Exposed to Weather: Sealed or with sealed washers on exterior side of covering to waterproof fastener penetration; washer material compatible with screw head; minimum 3/8-inch diameter washer for structural connections; gasket portion of fasteners or washers made of EPDM, neoprene, or other equally durable elastomeric material.
2. Fasteners Exposed to View: Head of color matching panel or component in which installed.

C. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
4. Clips: Galvanized steel manufacturer’s standard.
5. Expansion Clips: Stainless-steel manufacturer’s standard.
6. Bearing Plate: Galvanized steel manufacturer’s standard.

D. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining and do not damage panel finish.

1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2-inch wide and 1/8-inch thick.
2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

F. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

G. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports and straps spaced a maximum of 36-inches o.c. and staggered, fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels roof fascia and rake trim.

1. Material: 24 gage steel.
2. Gutter Supports: Fabricated from same material and finish as gutters.
3. Gutter Profile: Match existing box gutter.
4. Expansion Joints: Lap type.
5. Provide Manufacturer’s standard brackets and straps, each at 36-inches o.c., alternating.
6. Size: Match existing.
7. Accessories: Wire-ball downspout

H. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.

1. Material: 24 gage steel.
2. Profile: Rectangular match existing.
3. Hangers: Metal hangers fabricated from same material and finish as downspouts, gutters and anchors.
4. Provide Manufacturer’s standard hangers, 10 ft. maximum intervals.

5. Fabricator shall size downspouts based on gutter size and submit calculations identifying required size. Fabricator shall coordinate downspout size with contractor providing the underground storm system and downspout boots.

I. Fluoropolymer Coating: 70 percent full strength Kynar 500/Hylar 5000.

a. Exposed Surface: 1.0 mil plus/minus 0.1 mil total dry film thickness.
b. Concealed Surface: 0.2 to 0.3 mils total dry film thickness.
c. Color: To be selected from manufacturer’s standard and premium colors.

2.5 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Seams for steel: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams and solder.
2. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
4. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports and other conditions affecting performance of the Work.

B. Examine roughing-in for components and systems penetrating metal roof panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water and with end laps of not less than 6-inches staggered 24-inches between courses. Overlap side edges not less than 3-1/2-inches**.** Roll laps with roller. Cover underlayment within 14 days.

1. Apply over the entire roof surface.

3.3 METAL ROOF PANEL INSTALLATION

A. General: Install metal roof panels according to manufacturer's written instructions in orientation, sizes and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.

C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions.

D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing and with fasteners recommended in writing by manufacturer.

1. Install clips to supports with self-tapping fasteners.
2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
4. Seamed Joint: Crimp standing seams with manufacturer-approved, motorized seamer tool so clip, metal roof panel and factory-applied sealant are completely engaged.
5. Watertight Installation:

    a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommend in writing by manufacturer as needed to make panels watertight.
    b. Provide sealant or tape between panels and protruding equipment, vents and accessories.
    c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.

G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level as indicated. Install work with laps, joints and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing, fascia and trim that is without buckling and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24-inches of corner or intersection. Where lapped expansion provisions cannot be used or would not

be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with mastic sealant (concealed within joints).

H. Roof Curbs: Install flashing around bases where they meet metal roof panels.

I. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

3.4 ERECTION TOLERANCES

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

3.5 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074113.16

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SECTION 079200 - JOINT SEALANTS

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. Urethane joint sealants.
2. Butyl joint sealants.
3. Latex joint sealants.

B. Related Requirements:

1. Section 074113.16 “Standing-Seam Metal Roof Panels” for items relating to this roof type.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Product Test Reports: For each kind of joint sealant, for tests performed by a qualified testing agency.

C. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.
2. Manufacturer and product name.
3. Type of substrate material.
4. Proposed test.
5. Number of samples required.

D. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five (5) years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Dow Corning Corporation; 790.
    b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
    c. May National Associates, Inc.; Bondaflex Sil 290.
    d. Pecora Corporation; 301 NS.
    e. Sika Corporation, Construction Products Division; SikaSil-WS290.
    f. Tremco Incorporated; Spectrem 1.

B. Single-Component, Pourable, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade P, Class 100/50, for Use T.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Dow Corning Corporation; 890-SL.
    b. Sika Corporation; SikaSil 728 SL..
    c. Pecora Corporation; 300 SL.
    d. Tremco Incorporated; Spectrem 900 SL.

C. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. BASF Building Systems; Omniplus.
    b. Dow Corning Corporation; 786 Mildew Resistant.

c. GE Advanced Materials - Silicones; Sanitary SCS1700.
d. Sika Corporation; SikaSil -GP.
e. Tremco Incorporated; Tremsil 200 Sanitary.

2.3 URETHANE JOINT SEALANTS

A. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.

1. Products: Subject to compliance with requirements, provide one of the following:

a. BASF Building Systems; MasterSeal® SL 1™ (formerly Sonolastic SL 1).
b. Bostik, Inc.; Bostik® Chem-Calk® 950.
c. May National Associates, Inc.; Bondaflex® PUR 35 SL.
d. Pecora Corporation; Urexpan NR-201.
e. Polymeric Systems, Inc.; Flexiprene® PSI-952.
f. Schnee-Morehead, Inc.; Permathane® SM7101.
g. Sika Corporation. Construction Products Division; Sikaflex® - 1c SL.
h. Tremco Incorporated; Vulkem® 45.

B. Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Pecora Corporation; DynaTrol® II.
b. Polymeric Systems, Inc.; PSI-270.
c. Tremco Incorporated; Dymeric 240.
d. Sika Corporation; Sikaflex 2CNS-EZ

C. Immersible, Single-Component, Pourable, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Uses T and I.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Sika Corporation, Construction Products Division; Sikaflex - 1CSL.
b. Tremco Incorporated; Vulkem 45.

2.4 POLYSULFIDE JOINT SEALANTS

A. Multicomponent, Nonsag, Traffic-Grade, Polysulfide Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.

1. Products: Subject to compliance with requirements, provide one of the following:

a. BASF Building Systems; Sonolastic Polysulfide Sealant.
b. Pecora Corporation; Synthacalk GC-2+.
c. Sika Corporation; Duoflex NS.

B. Multicomponent, Pourable, Traffic-Grade, Polysulfide Joint Sealant: ASTM C 920, Type M, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Pacific Polymers International, Inc.; Elastoseal 227 Type I.
b. W. R. Meadows, Inc.; Deck-O-Seal 125.
c. Sika Corporation; Duoflex SL.

C. Immersible, Multicomponent Nonsag, Traffic-Grade, Polysulfide Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T and Use I.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Pecora Corporation; Synthacalk GC-2+.
b. Sika Corporation; Duoflex NS.

2.5 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, provide one of the following:

a. BASF Building Systems; Sonneborn® Sonolac®.
b. Bostik, Inc.; Bostik® Chem-Calk® 600.
c. Pecora Corporation; Pecora AC-20® +Silicone.
d. Schnee-Morehead, Inc.; Acryl-R® SM8200.
e. Tremco Incorporated; Tremflex® 834.

2.6 SOLVENT-RELEASE-CURING JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealant: ASTM C 1311.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Bostik, Inc.; Chem-Calk 300.
b. Pecora Corporation; BC-158.
c. Tremco Incorporated; Tremco Butyl Sealant.

2.7 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM 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. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.8 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 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested

and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.
    c. Unglazed surfaces of ceramic tile.
    d. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.
    c. Porcelain enamel.
    d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind 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 in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. 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.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:

a. Isolation, contraction and saw-cut joints in cast-in-place concrete slabs.
b. Joints between different materials listed above.
c. Other joints as indicated.

2. Urethane Joint Sealant: Single component, pourable, traffic grade.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces subject to water immersion.

1. Joint Locations:

a. Joints in pedestrian plazas.
b. Other joints as indicated.

2. Urethane Joint Sealant: Immersible, single component, pourable, traffic grade.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Construction joints in cast-in-place concrete.
b. Control and expansion joints in unit masonry.
c. Joints in dimension stone cladding.
d. Joints between metal panels.
e. Joints between different materials listed above.
f. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
g. Control and expansion joints in ceilings and other overhead surfaces.
h. Other joints as indicated.

2. Urethane Joint Sealant: Multicomponent, nonsag, Class 50.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Setting Beds for door thresholds**.**

1. Joint Sealant: Solvent-Release-Curing Joint Sealant.
2. Joint-Sealant Color: Black.

END OF SECTION 079200

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

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. Hollow-metal doors and frames.

B. Related Requirements:
1. Section 050553 – “Security Metal Fastenings” for anchoring or attaching building elements, furniture, equipment, and fixtures within the secure perimeter.
2. Section 087100 - "Door Hardware" for doors located in non-inmate occupied areas.

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.

6. Details of anchorages, joints, field splices, and connections.
7. Details of accessories.
8. Details of moldings, removable stops, and glazing.
9. Details of conduit and preparations for power, signal, and control systems.

C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.6 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

B. Oversize Construction Certification: For assemblies required to be fire rated and exceeding limitations of labeled assemblies.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Apex Industries.
2. Ceco Door; ASSA ABLOY.
3. Curries Company; ASSA ABLOY.
4. Pioneer Industries.
5. Republic Doors and Frames.
6. Steelcraft; an Allegion brand
7. Titan Doors
8. Metal Products, Inc.

B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.2 REGULATORY REQUIREMENTS

A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

1. Smoke and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

B. Fire-Rated, Borrowed-Lite and Transom Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.3 INTERIOR DOORS AND FRAMES

A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2.

1. Physical Performance: Level B according to SDI A250.4.
2. Doors and Transom Panels:

a. Type: As indicated in the Door and Frame Schedule.
b. Thickness: 1-3/4-inches.
c. Face: Uncoated, cold-rolled steel sheet, minimum thickness of 0.042-inch, (18 gage).
d. Edge Construction: Model 1, Full Flush.
e. Core: Manufacturer's standard kraft-paper honeycomb, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.

3. Frames:

a. Materials: Uncoated steel sheet, minimum thickness of 0.053-inch (16 gage).
b. Sidelite and Transom Frames: Fabricated from same thickness material as adjacent door frame.
c. Construction: Full profile welded.

4. Exposed Finish: Prime.

2.4 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:

1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026-inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6-inches apart. Spot weld to face sheets no more than 5-inches o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
2. Fire Door Cores: As required to provide fire-protection and temperature-rise ratings indicated.
3. Vertical Edges for Single-Acting Doors: Bevel edges 1/8-inch in 2-inches.
4. Top Edge Closures: Close top edges of doors with inverted closures of same material as face sheets.
5. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
6. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Exposed Fasteners. Provide countersunk, flat- or oval-head exposed security screws and bolts for exposed fasteners.
2. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
3. Jamb Anchors: Provide number and spacing of anchors as follows:

    a. Stud-Wall Type: Locate anchors not more than 18-inches from top and bottom of frame. Space anchors not more than 32-inches o.c. and as follows:

        1) Three anchors per jamb up to 60-inches high.
        2) Four anchors per jamb from 60 to 90-inches high.
        3) Five anchors per jamb from 90 to 96-inches high.
        4) Five anchors per jamb plus one additional anchor per jamb for each 24-inches or fraction thereof above 96-inches high.

4. Head Anchors: Two anchors per head for frames more than 42-inches wide and mounted in metal-stud partitions.

5. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.5 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

2.6 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

B. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.

B. Hollow-Metal Frames: Comply with SDI A250.11 or NAAMM-HMMA 840.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.

    a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
    b. Install frames with removable stops located on secure side of opening.

2. Fire-Rated Openings: Install frames according to NFPA 80.
3. Floor Anchors: Secure with postinstalled expansion anchors.
4. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
5. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:

    a. Squareness: Plus or minus 1/16-inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    b. Alignment: Plus or minus 1/16-inch, measured at jambs on a horizontal line parallel to plane of wall.
    c. Twist: Plus or minus 1/16-inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    d. Plumbness: Plus or minus 1/16-inch, measured at jambs at floor.

C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Steel Doors:

    a. Between Door and Frame Jambs and Head: 1/8-inch plus or minus 1/32-inch.
    b. Between Edges of Pairs of Doors: 1/8-inch to 1/4-inch plus or minus 1/32-inch.
    c. At Bottom of Door: 3/4-inch plus or minus 1/32-inch.
    d. Between Door Face and Stop: 1/16-inch to 1/8-inch plus or minus 1/32-inch.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

SECTION 083113 - ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes access doors and frames for walls and ceilings.
B. Related Requirements:

1. Section 087100 "Door Hardware" for access door lock cylinders.
2. Section 233300 "Air Duct Accessories" for heating and air-conditioning duct access doors.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, fire ratings, materials, individual components and profiles, and finishes.

B. Shop Drawings:

1. Include plans, elevations, sections, details, and attachments to other work.
2. Detail fabrication and installation of access doors and frames for each type of substrate.

C. Product Schedule: For access doors and frames. Use same designations indicated on Drawings.

PART 2 - PRODUCTS

2.1 ACCESS DOORS AND FRAMES FOR WALLS AND CEILINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Babcock-Davis.
2. J. L. Industries, Inc.; Div. of Activar Construction Products Group.
3. Karp Associates, Inc.
4. Larsen's Manufacturing Company.
5. Milcor Inc.
6. Nystrom, Inc.

B. Flush Access Doors with Exposed Flanges:

1. Description: Face of door flush with frame, with exposed flange and concealed hinge
2. Locations: Ceilings in all locations.
3. Door Size: 22-inches x 30-inches, unless otherwise noted.
4. Uncoated Steel Sheet for Door: Nominal 0.060-inch 16 gage with factory primed finish.
5. Frame Material: Same material, thickness, and finish as door.
6. Hinges: Manufacturer's standard.
7. Latch and Lock: Latch bolt, key operated. Lock prepared for mortise cylinder specified in Section 087100 "Door Hardware."

2.2 MATERIALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
B. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.
C. Steel Sheet: Uncoated or electrolytic zinc coated, ASTM A 879/A 879M, with cold-rolled steel sheet substrate complying with ASTM A 1008/A 1008M, Commercial Steel (CS), exposed.
D. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 666, Type 304. Remove tool and die marks and stretch lines or blend into finish.
E. Frame Anchors: Same type as door face.
F. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.

2.3 FABRICATION

A. General: Provide access door and frame assemblies manufactured as integral units ready for installation.
B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
C. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish attachment devices and fasteners of type required to secure access doors to types of supports indicated.

1. Provide mounting holes in frames for attachment of units to metal or wood framing.
2. Provide mounting holes in frame for attachment of masonry anchors.

D. Latch and Lock Hardware:

1. Quantity: Furnish number of locks required to hold doors tightly closed.
2. Keys: Furnish two keys per lock and key all locks alike.
3. Mortise Cylinder: Where indicated, provide access door lock to accept cylinder specified in Section 087100 "Door Hardware."

2.4 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
D. Steel and Metallic-Coated-Steel Finishes:

1. Factory Prime: Apply manufacturer's standard, fast-curing, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing access doors and frames.
B. Install doors flush with adjacent finish surfaces or recessed to receive finish material.

3.3 ADJUSTING

A. Adjust doors and hardware, after installation, for proper operation.
B. Remove and replace doors and frames that are warped, bowed, or otherwise damaged.

END OF SECTION 083113

SECTION 083463 - DETENTION DOORS AND FRAMES

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. Swinging detention doors.
2. Detention frames.

B. Related Requirements:

1. Section 050553 - “Security Metal Fastenings” for anchoring or attaching building elements, furniture, equipment and fixtures within the secure perimeter.
2. Section 087163 - "Detention Door Hardware" for door hardware at detention doors.

1.3 DEFINITIONS

A. Minimum-Thickness Steel: Indicated as the specified minimum thicknesses for base metal without coatings, according to NAAMM-HMMA 803.

B. Nominal-Thickness Stainless Steel: Indicated as the specified thicknesses for which over- and under-thickness tolerances apply, according to ASTM A 480/A 480M.

1.4 COORDINATION

A. Coordinate anchorage installation for detention frames. Furnish setting drawings, templates and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, label compliance, , temperature-rise ratings and finishes for each detention door and frame type specified.

B. Shop Drawings: In addition to requirements below, provide a schedule using same reference numbers for details and openings as those on Drawings:

1. Elevations of door type.
2. Direction of swing.
3. Inmate and non-inmate sides.
4. Details of doors, including vertical and horizontal edge details and metal thicknesses.
5. Details of frames, including dimensioned profiles and metal thicknesses.
6. Locations of reinforcement and preparations for hardware.
7. Details of each different wall opening condition.
8. Details of anchorages, joints, field splices and connections.
9. Details of moldings, removable stops and glazing.
10. Details of conduits, junction boxes and preparations for electrically operated door hardware.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Welding certificates.

C. Product Test Reports: For each type of detention hollow-metal door and frame assembly including vision and side lights, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Examination reports documenting inspection of substrates, areas and conditions.

E. Anchor inspection reports documenting inspections of built-in and cast-in anchors.

F. Field quality-control reports documenting inspections of installed products.

1. Field quality-control certification signed by Construction Manager.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
2. Tools: Provide two sets of tools for installing and removing security fasteners.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel".
2. AWS D1.3, "Structural Welding Code - Sheet Steel".
3. AWS D1.6, "Structural Welding Code - Stainless Steel".

1.9 DELIVERY, STORAGE AND HANDLING

A. Deliver detention hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.

B. Deliver welded detention frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store detention hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain detention doors and frames from single source from single manufacturer. Basis-of-Design Product: Trussbilt, Inc. or comparable product by one of the following:

1. American Steel Products
2. Apex Industries.
3. Claborn Manufacturing
4. Titan Steel Door, LLC.

2.2 DETENTION DOOR AND FRAME ASSEMBLIES

A. Detention Door and Frame Assemblies: Provide detention door and frame assemblies that comply with the following, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project:

1. Security Grade: Assemblies pass testing requirements in ASTM F 1450 for security grades specified.

2. Tool-Attack Resistance: Small-tool-attack-resistance rated when tested according to UL 437 and UL 1034.

B. Detention Frames: Provide sidelight and borrowed-light detention frames that comply with ASTM F 1592 and removable stop test according to NAAMM-HMMA 863, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.

2.3 DETENTION DOORS

A. General: Provide flush-design detention doors of seamless hollow construction, 2-inches thick unless otherwise indicated. Construct detention doors with smooth, flush surfaces without visible joints or seams on exposed faces or stile edges.

1. For single-acting swinging detention doors, bevel both vertical edges 1/8-inch in 2-inches.

B. Core Construction: Provide the following core construction of same material as detention door face sheets, welded to both detention door faces:

1. Steel-Stiffened Core: 0.042-inch (18-gage) thick, steel vertical stiffeners extending full-door height, with vertical webs spaced not more than 4-inches apart, spot welded to face sheets a maximum of 3-inches o.c. Fill spaces between stiffeners with insulation.
2. Truss-Stiffened Core: 0.013-inch thick, steel, truncated triangular stiffeners extending between face sheets and for full height and width of door; with stiffeners welded to face sheets not more than 3-inches o.c. vertically and 2-3/4-inches horizontally. Fill spaces between stiffeners with insulation.

C. Vertical Edge Channels: 0.123-inch (10-gage) thick, continuous channel of same material as detention door face sheets, extending full-door height at each vertical edge; welded to top and bottom channels to create a fully welded perimeter channel. Noncontiguous channel is permitted to accommodate lock-edge hardware only if lock reinforcement is welded to and made integral with channel.

D. Top and Bottom Channels: 0.123-inch (10-gage) thick metal channel of same material as detention door face sheets, spot welded, not more than 4-inches o.c., to face sheets.

1. Reinforce top edge of detention door with 0.053-inch-thick closing channel, welded so channel web is flush with top door edges.

E. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention door face sheets to comply with the following minimum thicknesses:

1. Full-Mortise Hinges and Pivots: 0.187-inch thick.
2. Maximum-Security Surface Hinges: 0.250-inch thick.
3. Strike Reinforcements: 0.187-inch thick.
4. Lock Fronts, Concealed Holders and Surface-Mounted Closers: 0.093-inch (12-gage) thick.
5. All Other Surface-Mounted Hardware: 0.093-inch (12-gage) thick.

6. Lock Pockets: 0.123-inch (10-gage) thick at non-inmate side, welded to face sheet.

F. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware of same material as detention door face sheets, interconnected with UL-approved, 1/2-inch-diameter conduit and connectors.

1. Access Plates: Where indicated for wiring installation, provide access plates to junction boxes, fabricated from same material and thickness as face sheet and fastened with at least four security fasteners spaced not more than 6-inches o.c.

2.4 DETENTION FRAMES

A. General: Provide fully welded detention frames with integral stops, of seamless construction without visible joints or seams. Fabricate detention frames with contact edges closed tight and corners mitered, reinforced and continuously welded full depth and width of detention frame.

B. Stop Height: Provide minimum stop height of 0.625-inch for detention door openings and minimum stop height of 1-1/4-inches in security glazing or detention panel openings unless otherwise indicated.

C. Interior Detention Frames: Construct interior frames to comply with materials, fabrication, hardware locations, hardware reinforcement, tolerances and clearances indicated in NAAMM-HMMA 863 and as specified.

1. Security Grade 1: Provide frames fabricated from 0.093-inch (12-gage)-minimum thickness, cold-rolled steel.

D. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention frame to comply with the following minimum thicknesses:

1. Hinges and Pivots: 0.187-inch thick by 1-1/2-inches wide by 10-inches long.
2. Strikes, Flush Bolts and Closers: 0.187-inch thick.
3. Surface-Mounted Hardware: 0.093-inch thick.
4. Lock Pockets: 0.123-inch-thick at non-inmate side, welded to face sheet. Provide 0.123-inch thick, lock protection plate for attachment to lock pocket with security fasteners.

E. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware, interconnected with UL-approved, 1/2-inch diameter conduit and connectors.

1. Access Plates: Where indicated for wiring installation, provide access plates to junction boxes, fabricated from same material and thickness as face sheet and fastened with at least four security fasteners spaced not more than 6-inches o.c.

F. Mullions and Transom Bars: Provide closed or tubular mullions and transom bars where indicated. Fasten mullions and transom bars at crossings and to jambs by butt welding. Reinforce joints between detention frame members with concealed clip angles or sleeves of same metal and thickness as detention frame.

G. Jamb Anchors: Weld jamb anchors to detention frames near hinges and directly opposite on strike jamb or as required to secure detention frames to adjacent construction.

1. Number of Anchors: Provide two anchors per jamb plus the following:

a. Detention Door Frames: One additional anchor for each 18-inches, or fraction thereof, above 54-inches in height.
b. Detention Frames with Security Glazing or Detention Panels: One additional anchor for each 18-inches, or fraction thereof, above 36-inches in height.

2. Masonry Anchors: Adjustable, corrugated or perforated anchors to suit detention frame size; formed of same material and thickness as detention frame; with strap, not less than 2-inches wide by 10-inches long.
3. Post-installed Anchors: Minimum 1/2-inch diameter concealed bolts with countersunk head and expansion shields or inserts. Provide 10-gage steel tube spacer from detention frame to wall, welded to detention frame. Reinforce detention frame at anchor locations with 12-gage steel backup plate.

H. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, formed of same material and thickness as detention frame and as follows:

1. Monolithic Concrete Slabs: Clip anchors, with two holes to receive fasteners, welded to bottom of jambs and mullions with at least four spot welds per anchor.

I. Rubber Door Silencers: Except on weather-stripped detention doors, drill stops in strike jambs to receive three silencers on single-detention-door frames and drill head jamb stop to receive two silencers on double-detention-door frames. Keep holes clear during construction.

J. Grout Guards: Provide factory-installed grout guards of same material as detention frame, welded to detention frame at back of hardware cutouts, silencers and glazing-stop screw preparations to close off interior of openings and prevent mortar or other materials from obstructing hardware operation or installation.

2.5 MATERIALS

A. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, CS (Commercial Steel), Type B; free of scale, pitting, or surface defects; pickled and oiled.

B. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, CS (Commercial Steel), Type B.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, CS (Commercial Steel), Type B; with G60 zinc (galvanized) or A60 zinc-iron-alloy (galvannealed) coating designation.

D. Stainless-Steel Sheet: ASTM A 240/A 240M, austenitic stainless steel, Type 304.

E. Steel Plates, Shapes and Bars: ASTM A 36/A 36M.

F. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.

G. Masonry Anchors: Fabricated from same steel sheet as door face.

H. Post-Installed Anchors: Torque-controlled expansion anchors.

1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593 and nuts, ASTM F 594.

I. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

J. Glazing: Comply with Section 088853 "Security Glazing".

K. Grout: Comply with ASTM C 476, with a slump of not more than 4-inches as measured according to ASTM C 143/C 143M.

L. Insulation: Slag-wool-fiber/rock-wool-fiber or glass-fiber blanket insulation. ASTM C 665, Type I (unfaced); with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics. Minimum 1.5-lb/cu. ft. density.

M. Bituminous Frame Back-Coating: Back-Coated cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat of the exterior door frame. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components and other deleterious impurities.

1. Other protective coatings must be submitted to the Architect prior to bidding for consideration by the Architect.

2.6 FABRICATION

A. Fabricate detention doors and frames rigid, neat in appearance and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Weld exposed joints continuously; grind, fill, dress and make smooth, flush and invisible. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Tolerances: Fabricate detention doors and frames to comply with manufacturing tolerances indicated in NAAMM-HMMA 863.

C. Removable Jamb Faces: Provide removable jamb faces where required for access to embedded anchors. Fabricate to allow secure reattachment of removable face with security fasteners.

D. Fabricate multiple-opening detention frames with mullions that have closed tubular shapes and with no visible seams or joints.

E. Hardware Preparation: Factory prepare detention doors and frames to receive mortised hardware, including cutouts, reinforcement, mortising, drilling and tapping, according to final Door Hardware Schedule and templates provided by detention door hardware supplier.

1. Reinforce detention doors and frames to receive surface-mounted door hardware. Drilling and tapping may be done at Project site.
2. Locate door hardware according to NAAMM-HMMA 863.

F. Factory cut openings in detention doors.

G. Weld components to comply with referenced AWS standard. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

2.7 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish detention doors and frames after assembly.

2.8 METALLIC-COATED STEEL SHEET FINISHES

A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants.

B. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections and abraded areas and apply galvanizing repair paint, complying with SSPC-Paint 20, to comply with ASTM A 780

C. Factory Priming for Field-Painted Finish: Apply shop primer specified in "Shop Primer" Subparagraph below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mil.

1. Universal Corrosion Resistant Shop Primer: Fast-curing, lead- and chromate-free primer complying with SDI A250.10 acceptance criteria; recommended by primer manufacturer for zinc-coated steel; suitable for protecting the back side of frames to be filled with grout; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

a. Minimum Dry Film Thickness: 3 mils.
b. Minimum Solids by Volume: 56 percent.

2.9 STEEL SHEET FINISHES

A. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning" or SSPC-SP 8, "Pickling".

B. Factory Priming for Field-Painted Finish: Apply shop primer specified in "Shop Primer" Subparagraph below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mil.

1. Universal Corrosion Resistant Shop Primer: Fast-curing, lead- and chromate-free primer complying with SDI A250.10 acceptance criteria; recommended by primer manufacturer for zinc-coated steel; suitable for protecting the back side of frames to be filled with grout; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

a. Minimum Dry Film Thickness: 3 mils.
b. Minimum Solids by Volume: 56 percent.

2.10 SEALANTS

A. Polyurethane Security Sealants: Manufacturer's standard, nonsag, tamper-resistant sealant for joints with low movement.

1. Manufacturers: Subject to compliance with requirements, provide products by the following or a comparable product:

a. Pecora Corporation; “DynaFlex”.

B. Epoxy Security Sealants: Manufacturer's standard, nonsag, tamper-resistant sealant for joints with no movement.

1. Manufacturers: Subject to compliance with requirements, provide products by the following or a comparable product:

a. Pecora Corporation; “DynaPoxy EP-1200”.

2.11 ACCESSORIES

A. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.

B. Embedded Plate Anchors: Fabricated from mild steel shapes and plates, minimum 3/16-inch thick; with minimum 1/2-inch diameter, headed studs welded to back of plate.

C. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

D. Integral Flush Door Pulls: Provide door manufacturer's standard integral recessed flush up door welded to the door where scheduled. Pull to be fabricated from 0.093-inch thick steel, approx. 4-inches wide x 3-inches high x 1 1/2-inches deep. Top and bottom of pull to be tapered 60 degrees.

E. Frame-Mounted Intercom Stations. Mount intercom stations specified in Section 285123 "Audio Communications System" in 8-inches lock jambs of detention frames where indicated on Security Electronics drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention frame connections before detention frame installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

D. Inspect embedded plate installations before installing detention frames to verify that plate installations comply with requirements. Prepare inspection reports.

1. Remove and replace plates where inspections indicate that they do not comply with specified requirements. Re-inspect after repairs or replacements are made.
2. Perform additional inspections to determine compliance of replaced or additional work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded-in shipping spreaders installed at factory.

B. Before installation and with shipping spreaders removed, adjust detention frames for squareness, alignment, twist and plumbness to the following tolerances:

1. Squareness: Plus or minus 1/16-inch, measured at door rabbet on a line 90 degrees from jamb and perpendicular to frame head.
2. Alignment: Plus or minus 1/16-inch, measured at jambs on a horizontal line parallel to plane of face.
3. Twist: Plus or minus 1/16-inch, measured at opposite face corners of jambs on parallel lines and perpendicular to plane of door rabbet.
4. Plumbness: Plus or minus 1/16-inch, measured at jambs on a perpendicular line from head to floor.

3.3 INSTALLATION

A. General: Install detention doors and frames plumb, rigid, properly aligned and securely fastened in place, complying with Drawings, schedules and manufacturer's written recommendations.

B. Anchorage: Set detention frame anchorage devices according to details on Shop Drawings and according to anchorage device manufacturer's written instructions.

1. Masonry Anchors: Coordinate frame installation to allow for solidly filling space between frames and masonry with grout.
2. Post-installed Anchors: Drill holes in existing construction at locations to match bolt locations and install bolt expansion shields or inserts. Field weld bolt heads and grind exposed faces smooth after installation.

C. Where detention frames are fabricated in sections due to shipping limitations, assemble frames and install angle splices at each corner, of same material and thickness as detention frame and extend at least 4-inches on both sides of joint.

1. Field splice only at approved locations. Weld, grind and finish as required to conceal evidence of splicing on exposed faces.
2. Continuously weld and finish smooth joints between faces of abutted, multiple-opening, detention frame members.
3. Field Welding: Comply with the following requirements:

a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
b. Obtain fusion without undercut or overlap.
c. Remove welding flux immediately.
d. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Placing Detention Frames: Install detention frames of sizes and profiles indicated. Set detention frames accurately in position; plumbed, aligned and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

1. Embedded Anchors: Remove jamb faces from detention frames and set detention frames into opening. Weld steel connector angle to frame angle and to embedded plate with 1-inch-long welds at each end of connector angle to form a rigid frame assembly that is solidly anchored. Reinstall jamb faces using security fasteners.
2. Post-installed Anchors: Install bolt. After bolt is tightened, weld bolt head to provide nonremovable condition. Grind, dress and finish smooth welded bolt head.
3. Install detention frames with removable stops located on non-inmate side of opening.

E. Grout: Fully grout detention frame jambs, heads and vertical mullions. Completely fill space between frames and adjacent substrates. Hand trowel grout and take other precautions,

including bracing detention frames, to ensure that frames are not deformed or damaged by grout forces.

1. Apply bituminous coating to backs of frames before filling with grout. Protective coating may be shop applied or field applied.

    a. Exception: Universal corrosion resistant primer may be used in lieu of bituminous coating where anti-freeze additives are not added to the grout.

F. Security Sealant: Apply epoxy security sealant at all exposed gaps between detention frames and adjacent substrates.

G. Swinging Detention Doors: Fit non-fire-rated detention doors accurately in their frames, with the following clearances:

1. Between Doors and Frames at Jambs and Head: 1/8-inch.
2. At Door Sills with Threshold: 1/8-inch.
3. At Door Sills without Threshold: 3/4-inch.

H. Installation Tolerances: Comply with installation tolerances indicated in NAAMM-HMMA 863.

3.4 FIELD QUALITY CONTROL

A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

B. Detention work will be considered defective if it does not pass tests and inspections.

C. Perform additional inspections to determine compliance of replaced or additional work.

D. Prepare field quality-control certification endorsed by Detention Specialist that states installed products comply with requirements in the Contract Documents.

E. Prepare test and inspection reports.

3.5 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including detention doors and frames that are warped, bowed, or otherwise unacceptable.

B. Clean grout and other bonding material off detention doors and frames immediately after installation.

C. Galvanized Surfaces: Clean field welds, bolted connections and abraded areas and repair galvanizing to comply with ASTM A 780.

D. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.

1. After finishing smooth field welds, apply air-drying primer.

END OF SECTION 083463

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SECTION 083613 – SECTIONAL DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes electrically operated sectional overhead doors.

B. Related Sections:

1. Section 042113- “Brick Masonry” for exterior wall construction.
2. Section 042200 – “Concrete Unit Masonry” for exterior wall construction.
3. Section 055000 - "Metal Fabrications" for miscellaneous steel supports.

1.3 REFERENCES

A. ANSI/DASMA 108 - American National Standards Institute Standard Method for Testing Sectional Garage Doors and Rolling Doors: Determination of Structural Performance Under Uniform Static Air Pressure Difference.

B. NFRC 102 - Test Procedure for Measuring the Steady-State Thermal Transmittance of Fenestration Systems.

C. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Element.

D. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.

E. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

F. ASTM A 666 - Standard Specification for Austenitic Stainless-Steel Sheet, Strip, Plate, and Flat Bar.

G. ASTM A 924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.

H. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

I. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

J. NEMA MG 1 - Motors and Generators.

K. NEMA 48 – Operators.

1.4 COORDINATION

A. Door Controls: Coordinate electrical requirements and provide necessary contacts for operational requirements for Division 28 Security Systems Contractor.

1.5 ACTION SUBMITTALS

A. Product Data: For each type and size of sectional overhead door and accessory.

1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
2. Include operating characteristics, electrical characteristics, and furnished accessories.

B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
4. Include diagrams for power, signal, and control wiring.

C. Samples for Verification: For each type of exposed finish on the following components, in manufacturer's standard sizes:

1. Flat door sections.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Warranties: Sample of special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sectional doors to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for both installation and maintenance of units required for this Project.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Standard for Sectional Doors: Fabricate sectional doors to comply with DASMA 102 unless otherwise indicated.

1.9 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of sectional doors and operator systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including, but not limited to, excessive deflection.
b. Failure of components or operators before reaching required number of operation cycles.
c. Faulty operation of hardware.
d. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use; rust through.
e. Delamination of exterior or interior facing materials.

2. Warranty Period:

a. Ten (10) years from date of Substantial Completion for delamination of polyurethane foam from the steel skin.
b. Three (3) years on all other components.

B. Special Finish Warranty: Manufacturer agrees to repair or replace components that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Warranty Period: Ten-years (10) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS, GENERAL

A. Source Limitations: Obtain sectional overhead doors from single source from single manufacturer.

1. Obtain operators and controls from sectional overhead door manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Sectional doors shall meet performance requirements specified without failure due to defective manufacture, fabrication, installation, or other defects in construction and without requiring temporary installation of reinforcing components.

B. Delegated Design: Design sectional doors, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

C. Structural Performance: Exterior sectional doors shall withstand the effects of code required loads under conditions indicated according to ASCE/SEI 7.

1. Design Wind Load: As required by ASCE 7 and criteria set forth in General Notes on the Structural Drawings minimum of 20 lbf/sq. ft., acting inward and outward.
2. Testing: According to ASTM E 330 or DASMA 108 for garage doors and meeting the acceptance criteria of DASMA 108.
3. Deflection Limits: Design sectional doors to withstand design wind loads without evidencing permanent deformation or disengagement of door components. Deflection of door in horizontal position (open) shall not exceed 1/120 of the door width.
4. Operability under Wind Load: Design overhead coiling doors to remain operable under design of 20 lbf/sq. ft. wind load, acting inward and outward.

D. Air leakage shall be determined in accordance with NFRC-400 (National Fenestration Rating Council) and shall be labeled and certified by the manufacturer per ASHRAE 90.1. Leakage shall not exceed 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.

E. Seismic Performance: Sectional doors shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
2. Seismic Component Importance Factor: 1.5.

F. Operation Cycles: Provide sectional door components and operators capable of operating for not less than number of cycles indicated for each door. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.

2.3 EXTERIOR SECTIONAL DOOR ASSEMBLY

A. Insulated Steel Sectional Door: Sectional door formed with hinged sections.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Overhead Door Corporation; “Model 592 Heavy-Duty Thermacore Door” or comparable product by one of the following:

a. Clopay Building Products; a Griffon company.
b. Raynor.

c. Wayne-Dalton Corp.

B. Sizes: Refer to drawings.

C. Operation Cycles: Not less than 100,000.

D. Installed R-Value: 17.5 deg F x h x sq. ft./Btu.

E. Steel Sections: Zinc-coated (galvanized) steel sheet with G60zinc coating.

1. Section Thickness: 2-inches.
2. Exterior-Face, Steel Sheet Thickness: 0.019-inch nominal coated thickness.

a. Surface: Manufacturer's standard, ribbed.
b. End Stiles: 16 gage with thermal break.

3. Insulation: Foamed in place.
4. Interior Facing Material: Zinc-coated galvanized steel sheet of manufacturer's recommended thickness to meet performance requirements nominal coated thickness.

F. Track Configuration: Standard-lift; 3-inch track.

G. Weatherseals: Fitted to bottom and top and around entire perimeter of door. Provide combination bottom weatherseal and sensor edge.

H. Roller-Tire Material: Manufacturer's standard.

I. Spring Counterbalance Type: Weight counterbalance.

J. High Cycle Spring: 100,000 cycles.

K. Door Finish:

1. Finish: Standard two coat baked-on polyester
2. Exterior Color: As selected by the Architect from manufacturer’s full range of colors.
3. Interior Color: White.

2.4 MATERIALS, GENERAL

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.5 STEEL DOOR SECTIONS

A. Exterior Section Faces and Frames: Fabricate from zinc-coated (galvanized), cold-rolled, commercial steel (CS) sheet, complying with ASTM A 653/A 653M, with indicated zinc coating and thickness.

1. Fabricate section faces from single sheets to provide sections not more than 24-inches high and of indicated thickness. Roll horizontal meeting edges to a continuous, interlocking, keyed, rabbeted, shiplap, or tongue-in-groove weathertight seal, with a reinforcing flange return.
2. For insulated doors, provide sections with continuous thermal-break construction, separating the exterior and interior faces of door.

B. Section Ends and Intermediate Stiles: Enclose open ends of sections with channel end stiles formed from galvanized-steel sheet not less than 0.064-inch nominal coated thickness and welded to door section. Provide intermediate stiles formed from not less than 0.064-inch thick galvanized-steel sheet, cut to door section profile, and welded in place. Space stiles not more than 48-inches apart.

C. Reinforce bottom section with a continuous channel or angle conforming to bottom-section profile and allowing installation of astragal.

D. Reinforce sections with continuous horizontal and diagonal reinforcement, as required to stiffen door and for wind loading. Provide galvanized-steel bars, struts, trusses, or strip steel, formed to depth and bolted or welded in place.

E. Provide reinforcement for hardware attachment.

F. Foamed-in-Place Thermal Insulation: Insulate interior of steel sections with door manufacturer's standard polyurethane insulation, foamed in place to completely fill interior of section and pressure bonded to face sheets to prevent delamination under wind load, and with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E 84. Enclose insulation completely within steel sections that incorporate the following interior facing material, with no exposed insulation:

1. Interior Facing Material: Zinc-coated (galvanized), cold-rolled, commercial steel (CS) sheet, complying with ASTM A 653/A 653M, with indicated thickness.

G. Fabricate sections so finished door assembly is rigid and aligned, with tight hairline joints and free of warp, twist, and deformation.

2.6 TRACKS, SUPPORTS AND ACCESSORIES

A. Tracks: Manufacturer's standard, galvanized-steel track system of configuration indicated, sized for door size and weight, designed for lift type indicated and clearances indicated on Drawings. Provide complete system including brackets, bracing, and reinforcement to ensure rigid support of ball-bearing roller guides for required door type, size, weight, and loading.

1. Size: 3-inch.
2. Type: Standard lift.
3. Galvanized Steel: ASTM A 653/A 653M, minimum G60 zinc coating.
4. Slope tracks at an angle from vertical or design tracks to ensure tight closure at jambs when door unit is closed.

5. Track Reinforcement and Supports: Galvanized-steel members to support track without sag, sway, and vibration during opening and closing of doors. Slot vertical sections of track spaced 2-inches apart for door-drop safety device.

    a. For Vertical Track: Continuous reinforcing angle attached to track and attached to wall with jamb brackets.
    b. For Horizontal Track: Continuous reinforcing angle from curve in track to end of track, attached to track and supported at points by laterally braced attachments to overhead structural members.

B. Track Reinforcement and Supports: Galvanized-steel track reinforcement and support members, complying with ASTM A 36/A 36M and ASTM A 123/A 123M. Secure, reinforce, and support tracks as required for door size and weight to provide strength and rigidity without sag, sway, and vibration during opening and closing of doors.

1. Track Assembly: Track shall be made to run vertically as high as allowed by structure, HVAC and lighting fixtures, and then turn horizontal. Track with continuous reinforcing angle attached to track and supported at points from curve in track to end of track by laterally braced attachments to overhead structural members.

C. Weatherseals: Replaceable, adjustable, continuous, compressible weather-stripping gaskets of flexible vinyl, rubber, or neoprene fitted to bottom and top of sectional door unless otherwise indicated.

2.7 HARDWARE

A. General: Provide heavy-duty, corrosion-resistant hardware, with hot-dip galvanized, stainless-steel, or other corrosion-resistant fasteners, to suit door type.

B. Hinges: Heavy-duty, galvanized-steel hinges of not less than 0.079-inch nominal coated thickness at each end stile and at each intermediate stile, according to manufacturer's written recommendations for door size. Attach hinges to door sections through stiles and rails with bolts and lock nuts or lock washers and nuts. Use rivets or self-tapping fasteners where access to nuts is not possible. Provide double-end hinges where required, for doors over 16 feet wide unless otherwise recommended by door manufacturer.

C. Rollers: Heavy-duty rollers with steel ball-bearings in case-hardened steel races, mounted with varying projections to suit slope of track. Extend roller shaft through both hinges where double hinges are required. Provide 3-inch diameter roller tires for 3-inch wide track.

2.8 LOCKING DEVICES

1. Safety Interlock Switch: Equip power-operated doors with safety interlock switch to disengage power supply when door is locked.

2.9 COUNTERBALANCE MECHANISM

A. Weight Counterbalance: Counterbalance mechanism consisting of filled pipe weights that move vertically in a galvanized-steel weight pipe. Connect pipe weights with cable to weight-cable drums mounted on torsion shaft made of steel tube or solid steel.

B. Cable Drums and Shaft for Doors: Cast-aluminum or gray-iron casting cable drums mounted on torsion shaft and grooved to receive door-lifting cables as door is raised. Mount counterbalance mechanism with manufacturer's standard ball-bearing brackets at each end of torsion shaft. Provide one additional midpoint bracket for shafts up to 16 feet long and two additional brackets at one-third points to support shafts more than 16 feet long unless closer spacing is recommended by door manufacturer.

C. Cables: Galvanized-steel lifting cables with cable safety factor of at least **7** to 1.

D. Cable Safety Device: Include a spring-loaded steel or spring-loaded bronze cam mounted to bottom door roller assembly on each side and designed to automatically stop door if either lifting cable breaks.

E. Bracket: Provide anchor support bracket as required to connect stationary end of spring to the wall and to level the shaft and prevent sag.

F. Provide a spring bumper at each horizontal track to cushion door at end of opening operation.

2.10 ELECTRIC DOOR OPERATORS

A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and "operation cycles" requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, remote-control stations, control devices, integral gearing for locking door, and accessories required for proper operation.

1. Basis-of-Design Product: Subject to compliance with requirements, provide “Model RHX” heavy-duty rolling door operator as manufactured by Overhead Door Corporation or a comparable product by the following:

    a. Chamberlain Group, Inc. (The).

B. Usage Classification: Electric operator and components capable of operating for not less than 25 or more cycles per hour and over 90 cycles per day.

C. Door-Operator Type: Unit consisting of electric motor, gears, pulleys, belts, sprockets, chains, and controls needed to operate door and meet required usage classification.

1. Trolley: Trolley operator mounted to ceiling above and to rear of door in raised position and directly connected to door with drawbar.

2. Jackshaft, Center Mounted: Jackshaft operator mounted on the inside front wall above door and connected to torsion shaft with an adjustable coupling or drive chain.

D. Electric Motors: Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements shall be as per manufacturer's recommendations for this specific installation.

1. Electric Motor Characteristics:

a. Volts: 120V.
b. Phase: Single phase, NEMA 48.
c. Hertz: 60; Comply with NFPA 70.
d. Horsepower: 1/2 HP.

2. Motor Type and Controller: Reversible motor and controller (disconnect switch) for motor exposure indicated.
3. Motor Size: Provide motor large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. and not more than 12 in./sec., without exceeding nameplate ratings or service factor.
4. Coordinate wiring requirements and electrical characteristics of motors and other electrical devices with building electrical system and each location where installed.
5. Use adjustable motor-mounting bases for belt-driven operators.

E. Limit Switches: Equip each motorized door with adjustable switches interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.

1. Provide additional contacts necessary to control the door operator from the remote control panel and local control station.

F. Obstruction Detection Device: Equip motorized door with indicated external automatic safety sensor capable of protecting full width of door opening. Activation of device immediately stops and reverses downward door travel.

1. Electric Sensor Edge: Automatic safety sensor edge, located within astragal or weather stripping mounted to bottom section. Contact with sensor activates device. Connect to control circuit using manufacturer's standard take-up reel or self-coiling cable.

a. Self-Monitoring Type: Four-wire configured device designed to interface with door-operator control circuit to detect damage to or disconnection of sensor edge.

G. Control Stations:

1. Remote Control Station. Intent is for a vehicle to pull up to a camera-monitored intercom station outside the Vehicular Sallyport door where a request to open the door can be made to Control Room 39. Remote controls for the sectional overhead doors will be by touch screen control panel.
2. Local Control Station: Doors shall also be controlled locally from key-operated control switch located next to each door.

H. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 25 lbf.

I. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

J. Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

2.11 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.12 STEEL AND GALVANIZED-STEEL FINISHES

A. Finish: Standard two-coat baked-on-polyester. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.

B. Examine locations of electrical connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install sectional doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.

B. Tracks:

1. Fasten vertical track assembly to opening jambs and framing, spaced not more than 24-inches apart.
2. Hang horizontal track assembly from structural overhead framing with angles or channel hangers attached to framing by welding or bolting, or both. Provide sway bracing, diagonal bracing, and reinforcement as required for rigid installation of track and door-operating equipment.

C. Accessibility: Install sectional doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.

3.3 STARTUP SERVICES

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.4 ADJUSTING

A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.

B. Lubricate bearings and sliding parts as recommended by manufacturer.

C. Adjust doors and seals to provide weathertight fit around entire perimeter.

D. Align and adjust motors, pulleys, belts, sprockets, chains, and controls according to manufacturer's written instructions.

E. Touch-up Painting: Immediately after welding galvanized materials, clean welds and abraded galvanized surfaces and repair galvanizing to comply with ASTM A 780.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain sectional doors. Provide instructional video tape.

END OF SECTION 083613

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SECTION 087100 – DOOR HARDWARE

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. Mechanical hardware for:

a. Swinging doors.

B. Exclusions: Unless specifically listed in hardware sets, hardware is not specified in this section for:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead and coiling doors
6. Sliding aluminum doors
7. Folding Partitions
8. Chain link and wire mesh doors and gates

C. Related Sections:

1. Division 06 Section “Rough Carpentry”
2. Division 06 Section “Finish Carpentry: Installation of Finish Hardware”
3. Division 07 Section “Joint Sealants” for sealant requirements applicable to threshold installation specified in this section.
4. Division 08 Section “Steel Doors and Frames”
5. Division 08 Section “Detention Door Hardware”
6. Division 08 Section “Special Doors”
7. Division 11 Section “Detention Doors and Frames”

1.3 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. Key Systems and Nomenclature

C. ANSI - American National Standards Institute

1. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties

1.4 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 requirements.
2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.
3. Prior to forwarding submittal, comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, “EXAMINATION” article, herein.

B. Action Submittals:

1. Product Data: Product data including manufacturers’ 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. Samples for Verification: If requested by Architect, submit production sample or sample installations of each type of exposed hardware unit in finish indicated, and tagged with full description for coordination with schedule.

a. Samples will be returned to supplier in like-new condition. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.

3. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening, include:

a. Door Index; include door number, heading number, and Architects hardware set number.
b. Opening Lock Function Spreadsheet: List locking device and function for each opening.
c. Type, style, function, size, and finish of each hardware item.

d. Name and manufacturer of each item.
e. Fastenings and other pertinent information.
f. Location of each hardware set cross-referenced to indications on Drawings.
g. Explanation of all abbreviations, symbols, and codes contained in schedule.
h. Mounting locations for hardware.
i. Door and frame sizes and materials.
j. Name and phone number for local manufacturer's representative for each product.
k. Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and access control components). Operational description should include how door will operate on egress, ingress, and fire and smoke alarm connection.
l. Submittal Sequence: Submit door hardware schedule 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 that is critical in Project construction schedule.

4. Key Schedule:

a. After Keying Conference, provide keying schedule listing levels of keying as well as explanation 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.
1) 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.

5. Templates: After final approval of hardware schedule, provide templates for doors, frames and other work specified to be factory prepared for door hardware installation.

C. Informational Submittals:

1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
2. Product Certificates, signed by manufacturer:

a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.

3. Certificates of Compliance:

a. Certificates of compliance for fire-rated hardware and installation instructions if requested by Architect or Authority Having Jurisdiction.
b. Installer Training Meeting Certification: Letter of compliance, signed by Contractor, attesting to completion of installer training meeting specified in "QUALITY ASSURANCE" article, herein.
c. Electrified Hardware Coordination Conference Certification: Letter of compliance, signed by Contractor, attesting to completion of electrified hardware coordination conference, specified in "QUALITY ASSURANCE" article, herein.

4. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by qualified testing agency, for door hardware on doors located in accessible routes.
5. Warranty: Special warranty specified in this Section.

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. Name, address, and phone number of local representative for each manufacturer.
d. Parts list for each product.
e. Final approved hardware schedule, edited to reflect conditions as-installed.
f. Final keying schedule
g. Copies of floor plans with keying nomenclature
h. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

1.5 QUALITY ASSURANCE

A. Product Substitutions: Comply with product requirements stated in Division 01 and as specified herein.

1. Where specific manufacturer's product is named and accompanied by "No Substitute," including make or model number or other designation, provide product specified. (Note: Certain products have been selected for their unique characteristics and particular project suitability.)

a. Where no additional products or manufacturers are listed in product category, requirements for "No Substitute" govern product selection.

2. Where products indicate "acceptable manufacturers" or "acceptable manufacturers and products", provide product from specified manufacturers, subject to compliance with specified requirements and "Single Source Responsibility" requirements stated herein.

B. Supplier Qualifications and Responsibilities: 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) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.

1. Distributor must be a factory authorized dealer for all materials required.
2. Facility with warehouse, inventory, and qualified personal on staff within 100 miles of project.
3. Scheduling Responsibility: Preparation of door hardware and keying schedules.
4. 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.

C. Installer Qualifications: Qualified tradesmen, skilled in application of commercial grade hardware with record of successful in-service performance for installing door hardware similar in quantity, type, and quality to that indicated for this Project.
D. Architectural Hardware Consultant Qualifications: 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:

1. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).
2. Can provide installation and technical data to Architect and other related subcontractors.
3. Can inspect and verify components are in working order upon completion of installation.
4. Capable of producing wiring diagrams.
5. Capable of coordinating installation of electrified hardware with Architect and electrical engineers.

E. Single Source Responsibility: Obtain each type of door hardware (locksets, exit devices, closers, etc) from single manufacturer.
F. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release latch. Locks do not require use of key, tool, or special knowledge for operation.
G. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in “REFERENCES” article, herein.

1. Provide operating devices that do not require tight grasping, pinching, or twisting of wrist.
2. Maximum opening-force requirements:

    a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.

3. Bevel raised thresholds with slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.
4. Adjust door closer sweep periods so that, from open position of 70 degrees, door will take at least 3 seconds to move to 3 inches (75 mm) from latch, measured to leading edge of door.

H. Keying Conference: Conduct conference at Project site to comply with requirements in Division 01.

1. Attendees: Owner or Owner Representative, Contractor, Architect, Installer, and Supplier's Architectural Hardware Consultant.
2. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:

    a. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
    b. Door locking function.
    c. Preliminary key system schematic diagram.
    d. Requirements for key control system.
    e. Requirements for access control.
    f. Address for delivery of keys and permanent cores.

I. Pre-installation Conference: Conduct conference at Project site.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Inspect and discuss preparatory work performed by other trades.
3. Inspect and discuss electrical roughing-in for electrified door hardware.
4. Review sequence of operation for each type of electrified door hardware.
5. Review required testing, inspecting, and certifying procedures.

J. Coordination Conferences:

1. Installation Coordination Conference: Prior to hardware installation, schedule and hold meeting to review questions or concerns related to proper installation and adjustment of door hardware.

    a. Attendees: Door hardware supplier, door hardware installer, Contractor.
    b. After meeting, provide letter of compliance to Architect, indicating when meeting was held and who was in attendance.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.
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.

1. Deliver each article of hardware in manufacturer's original packaging.

C. Project Conditions:

1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
2. Provide secure lock-up for door hardware delivered to Project, but not yet installed. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

D. Protection and Damage:

1. Promptly replace products damaged during shipping.
2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

E. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.7 COORDINATION

A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete. Concrete, reinforcement, and formwork requirements are specified in Division 03.
B. Installation Templates: Distribute for doors, frames, and other work specified to be factory 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. Direct shipments not permitted, unless approved by Contractor.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Years from date of Substantial Completion, for durations indicated.
   a. Closers:
      1) Mechanical: 10 years.
   b. Locksets:
      1) Mechanical: 3 years.
   c. Key Blanks: Lifetime

2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.9 MAINTENANCE

A. Maintenance Tools:

1. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PART 2 - PRODUCTS

2.1 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. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
D. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.2 MATERIALS

A. Fasteners

1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
3. Provide concealed fasteners for hardware units exposed when door is closed except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless thru-bolts are required to fasten hardware securely. Review door specification and advise Architect if thru-bolts are required.
4. Install hardware with fasteners provided by hardware manufacturer.

B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.

1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

C. Security Fasteners:

1. All hardware products shall have security fasteners with pin-torx heads.

2.3 HINGES

A. Provide five-knuckle, ball bearing hinges.

1. Manufacturers and Products:

    a. Scheduled Manufacturer and Product: Ives 5BB series
    b. Acceptable Manufacturers and Products: Hager BB series, Bommer BB5000

B. Requirements:

1. 1-3/4 inch thick doors, up to and including 36 inches wide:

    a. Interior: Heavy weight, steel, 4-1/2 inches high

2. 1-3/4 inch thick doors over 36 inches wide:

    a. Interior: Heavy weight, steel, 5 inches high

3. Provide three hinges per door leaf for doors 90 inches or less in height, and one additional hinge for each 30 inches of additional door height.
4. 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

5. Width of hinges: 4-1/2 inches at 1-3/4 inch thick doors, and 5 inches at 2 inches or thicker doors. Adjust hinge width as required for door, frame, and wall conditions to allow proper degree of opening.
6. Doors 36 inches wide or less furnish hinges 4-1/2 inches high; doors greater than 36 inches wide furnish hinges 5 inches high, heavy weight or standard weight as specified.

2.4 MORTISE LOCKS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Yale 8800 series.
2. Acceptable Manufacturers and Products: No Substitution

B. Requirements:

1. Provide mortise locks certified as ANSI/BHMA A156.13 Series 1000, Grade 1 Operational, and manufactured from heavy gauge steel, containing components of steel with zinc dichromate plating for corrosion resistance. Provide multi-function lock case, field reversible for handing without opening case. Cylinders: Refer to “KEYING” article, herein.
2. Provide locks with a standard 2-3/4 inches (70 mm) backset with full 3/4 inch (19 mm) throw stainless steel mechanical anti-friction latchbolt. Provide deadbolt with full 1 inch (25 mm) throw, constructed of stainless steel.
3. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
4. Verify lock functions with owner prior to ordering.

5. Lever Trim: Solid brass, bronze, or stainless steel, cast or forged in design specified, with wrought roses and external lever spring cages. Provide thru-bolted levers with 2-piece spindles.

    a. Lever Design: Yale MOR.
    b. Tactile Warning (Knurling): Where required by authority having jurisdiction. Provide on levers on exterior (secure side) of doors serving rooms considered to be hazardous.

2.5 CYLINDERS

A. Manufacturers:

1. Scheduled Manufacturer: YALE
2. Acceptable Manufacturers: No Substitute

B. Requirements:

1. Provide cylinders/cores, from the same manufacturer of locksets, compliant with ANSI/BHMA A156.5; latest revision, Section 12, Grade 1; permanent cylinders; 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. Match owner's existing system.
    b. Cylinder/Core Type: Conventional Cylinder
    c. Keyway/Security Type: Restricted.

3. Nickel silver bottom pins.
4. Temporary Construction Cylinder Keying.

    a. Provide construction cores that permit voiding construction keys without cylinder removal, furnished in accordance with the following requirements.
        1) Split Key Construction Keying System.
        2) 3 "split" construction control keys and extractor tool.
        3) 12 construction change (day) keys.

    b. Owner or Owner's Representative will void operation of temporary construction keys.

2.6 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 keying system capable of multiplex masterkeying.

2. Permanent cylinders/cores keyed by the manufacturer according to the following key system.

    a. Keying system as directed by the Owner.
    b. Match Owner's existing YALE system.
    c. (Great)Grand Master Key System: Cylinders/cores operated by change (day) keys and subsequent masters (including grand/great grand) keys.

3. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements shall be cause for replacement of cylinders/cores involved at no additional cost to Owner.
4. Provide keys with the following features:

    a. Material: Nickel silver; minimum thickness of .107-inch (2.3mm).
    b. Restricted Keyway.

5. Identification:

    a. Mark permanent cylinders/cores and keys with applicable blind code per DHI publication "Keying Systems and Nomenclature" for identification. Blind code marks shall not include actual key cuts.
    b. Identification stamping provisions must be approved by the Architect and Owner.
    c. Stamp keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE".
    d. Failure to comply with stamping requirements shall 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.

6. Quantity: Furnish in the following quantities.

    a. Change (Day) Keys: 3 per cylinder/core.
    b. Permanent Control Keys: 3 (if required).
    c. Master Keys: 6 per master.
    d. Unused balance of key blanks shall be furnished to Owner with the cut keys.

2.7 KEY CONTROL SYSTEM

A. Manufacturers:

1. Scheduled Manufacturer: Telkee
2. Acceptable Manufacturers: HPC, 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.

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.

2.8 DOOR CLOSERS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: LCN 4040XP series
2. Acceptable Manufacturers and Products: Sargent 281/281P10/281TJ series factory assembled (without PRV)

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
3. Cylinder Body: 1-1/2 inch (38 mm) diameter, with 5/8 inch (16 mm) diameter double heat-treated pinion journal.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
6. Hydraulic Regulation: By tamper-proof, non-critical valves with separate adjustment for latch speed, general speed, and backcheck.
7. Provide closers with a solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
8. Pressure Relief Valve (PRV) Technology: Not permitted.
9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI/BHMA Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.9 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer: Ives
2. Acceptable Manufacturers: Rockwood, Trimco

B. Requirements:

1. Provide push plates 4 inches (102 mm) wide by 16 inches (406 mm) high by 0.050 inch (1 mm) thick and beveled 4 edges. Where width of door stile prevents use of 4 inches (102 mm) wide plate, adjust width to fit.

2. Provide pull plates 4 inches (102 mm) wide by 16 inches (406 mm) high by 0.050 inch (1 mm) thick, beveled 4 edges, and prepped for pull. Where width of door stile prevents use of 4 inches (102 mm) wide plate, adjust width to fit.

2.10 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer: Ives
2. Acceptable Manufacturers: Rockwood, Trimco

B. Requirements:

1. Provide kick plates, mop plates, and armor plates minimum of 0.050 inch thick, beveled four edges as scheduled. Furnish with countersunk sheet metal screws, finished to match plates.
2. Adjust width accordingly for other conflicting hardware (astragals, mullions, etc).
3. Sizes of plates:

   a. Kick Plates: 10 inches high by 1-1/2 inches less width of door on push side of single doors, 1 inch less width of door on push side of pairs
   b. Mop Plates: 4 inches high by 1 inches less width of door on pull side of single and paired doors
   c. Armor Plates: 35 inches high by 1 -1/2 inches less width of door on push side of single doors, 1 inch less width of door on push side of pairs

2.11 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS

A. Manufacturers:

1. Scheduled Manufacturers: Glynn-Johnson
2. Acceptable Manufacturers: ABH, Rixson

B. Requirements:

1. Provide heavy duty concealed mounted overhead stop or holder as specified for exterior and interior vestibule single acting doors.
2. Provide heavy duty concealed mounted overhead stop or holder as specified for double acting doors.
3. Provide heavy or medium duty and concealed or surface mounted overhead stop or holder for interior doors as specified. Provide medium duty surface mounted overhead stop for interior doors and at any door that swings more than 140 degrees before striking wall, open against equipment, casework, sidelights, and where conditions do not allow wall stop or floor stop presents tripping hazard.
4. Where overhead holders are specified provide friction type at doors without closer and positive type at doors with closer.

2.12 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer: Ives
2. Acceptable Manufacturers: Rockwood, Trimco

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide convex type where mortise type locks are used and concave type where cylindrical type locks are used.
2. Where a wall stop cannot be used, provide universal floor stops for low or high rise options.
3. Where wall or floor stop cannot be used, provide medium duty surface mounted overhead stop.

2.13 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer: Zero
2. Acceptable Manufacturers: National Guard, Reese, Pemko

B. Requirements:

1. Provide thresholds, weather-stripping (including door sweeps, seals, and astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items.
2. Size threshold width for full wall width when frames are recessed.
3. Cope thresholds at jambs and in front of mullions if thresholds project beyond door faces.
4. Furnish thresholds with non-ferrous stainless steel screws and lead anchors.
5. Furnish thresholds with slip resistant coating at exterior openings and where moisture is present.
6. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.

2.14 SILENCERS

A. Manufacturers:

1. Scheduled Manufacturer: Ives
2. Acceptable Manufacturers: Rockwood, Trimco

B. Requirements:

1. Provide "push-in" type silencers for hollow metal or wood frames.
2. Provide one silencer per 30 inches of height on each single frame, and two for each pair frame.

3. Omit where gasketing is specified.

2.15 FINSHES

A. Provide finish for each item as indicated in the sets.

PART 3 - EXECUTION

3.1 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.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Mounting Heights: 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.

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 or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
H. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

I. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Closers shall not be visible in corridors, lobbies and other public spaces unless noted otherwise or approved by Architect.
J. Closer/Holders: Mount closer/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
K. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
L. 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.
M. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
N. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
O. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.3 FIELD QUALITY CONTROL

A. Architectural Hardware Consultant: Engage qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.

1. Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.4 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. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.5 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary 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.

3.6 DEMONSTRATION

A. Provide training for Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 01 Section "Demonstration and Training."

3.7 DOOR HARDWARE SCHEDULE

A. Locksets, exit devices, and other hardware items are referenced in the following hardware sets for series, type and function. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.

B. Hardware Sets:

HARDWARE GROUP NO. C01

Each To Have:

Qty		Description	Catalog Number	Finish	Mfr
3	EA	HINGE	5BB1HW 4.5 X 4.5 NRP	652	IVE
1	EA	STOREROOM LOCK	MOR8805FL	626	YAL
1	EA	SURFACE CLOSER	4040XP SCUSH	689	LCN
1	EA	KICK PLATE	8400 10" X 1 1/2" LDW B-CS	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

HARDWARE GROUP NO. C02

Each To Have:

Qty		Description	Catalog Number	Finish	Mfr
3	EA	HINGE	5BB1HW 5.0 X 5.0 NRP	652	IVE
1	EA	STOREROOM LOCK	MOR8805FL	626	YAL
1	EA	SURFACE CLOSER	4040XP SCUSH	689	LCN
1	EA	KICK PLATE	8400 10" X 1 1/2" LDW B-CS	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

END OF SECTION

SECTION 087163 - DETENTION DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and provisions of contract, including General and Supplementary Conditions and Division 1 specification Sections apply to Work in this Section.

1.2 SUMMARY

1. Electrical and Mechanical Detention/Security Hardware for Swinging Doors.

B. Related Sections include the following:

1. Division 08 Section for “Detention Doors and Frames”.
2. Division 26 Sections for electrical requirements.

1.3 SUBMITTALS

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
B. Product Data: Manufacturer's printed product data and catalog cuts indicating product characteristics, performance and limiting criteria.
C. Shop Drawings: For each type of hardware item: Include plans, wiring diagrams, method of construction, installation and attachment details and other information necessary to show compliance with requirements.
D. Operating/Maintenance Manuals: Furnish as outlined in Division 1, of parts manual for all security hardware and all security locking devices. These manuals shall include instructions for the care of the materials, parts list to aid the Owner in ordering replacement parts, as well as instructions for contacting the appropriate personnel not only during the warranty period, but beyond.

1.4 DELIVERY, STORAGE AND HANDLING

A. Packing and Marking: Each piece of security hardware furnished under this Section shall be packaged and marked according to the hardware set and door number listed in the approved hardware schedule.
B. Deliver all components cartoned or crated to provide protection during transit and job storage.

C. Inspect all components upon delivery for damage. Damages may be repaired, provided the finish items are equal in all respects to new work and acceptable to the Architect-Engineer; otherwise, remove and replace damaged items as directed.
D. Store all components at the building site under cover. Do not store any materials directly on the ground or concrete. Provide adequate ventilation and protection to insure materials are kept dry, clean and secure. Store all materials in the manner and order as prescribed by the manufacturer.

1.5 COORDINATION

A. Examine the drawings and specifications of other trades whose work may influence the installation and/or operation of the detention hardware. Prior to the start of work, review the project drawings and specifications and coordinate work with all other trades and Divisions of the Specifications affecting Work of this Section.

1. Responsibilities for electrical hardware installation shall include the following:

a. Furnish and install door locks, door position switches, limit switches, lock feature switches and push buttons, as required for the system to perform.
b. Review all control submittals submitted by Division 26 and confirm that all scheduled controls and monitoring will function in accordance with the specified function. A written confirmation of this review shall be submitted to the Architect /Consultant.
c. Conduit and wire: Coordinate detailed Hardware requirements with the size and routing of conduit and wire system by Division 26 Electrical Contractors.

1.6 WARRANTY

A. Warrant materials furnished under this Section to be free from defects in material and workmanship for a period of one (1) year from the date of final acceptance.
B. Installation workmanship shall be warranted for a period of one (1) year after substantial completion.

1.7 MAINTENANCE

A. Contractor shall furnish spare parts required in each section, packaged to protect parts from damage and to allow for easy storage.
B. Supplier of equipment shall stock replacement parts for each system and be able to replace any part of the system within 24 hours.

PART 2 - PRODUCTS

2.1 GENERAL

A. A security design criterion is based on the requirements and features of the products listed herein. The use of one manufacturer's numeric designation does not imply other manufacturer's products will not be accepted.

1. Unless pre-approved prior to bidding, provide products from manufacturers listed elsewhere in this Section.

2.2 ELECTRICAL AND MECHANICAL DETENTION SECURITY HARDWARE FOR SWINGING DOORS

A. Security hardware shall include but is not necessarily limited to:

1. Security locks, sliding devices, hinges, closers, stops, pulls, etc. as listed under "Security Hardware Schedule" at end of this Section.

2.3 MISCELLANEOUS HARDWARE FOR DHM, DETENTION DOORS AND FRAMES

A. Acceptable Manufacturers

1. Except as otherwise specified herein, the equipment and materials of this section shall be products manufactured by one of the listed manufacturers.

B. Products/Manufacturers

1. Hinges: Northwest Specialty Hardware (NWSH), RR Brink
2. Pulls: Northwest Specialty Hardware (NWSH), Rockwood Mfg., RR Brink.
3. Door Position Switches: Southern Folger, RR Brink.
4. Door Closers: LCN
5. Door Stops: Rockwood Mfg., Northwest Specialty Hardware (NWSH).
6. Thresholds: Reese, National Guard, Pemko
7. Door Bottom Sweeps: Reese, National Guard, Pemko
8. Weather-strip: Reese, National Guard, Pemko
9. Silencers: Rockwood, Glynn Johnson, Ives

C. Detention Hardware Product Description

1. Hinges

a. Full Mortise Detention Hinges shall be 4-1/2” x 4-1/2” x 0.188” thick investment cast 304 stainless steel with hospital tips and integral studs on both leaves. Pins shall be hardened stainless or alloy steel, concealed and non-removable. Each hinge shall be supplied with eight (8) ¼-20 flat head machine screws. All hinges shall be US32D finished.

b. Furnish three hinges for door through 84-inches in height and one additional hinge for each additional 30-inches of height or fraction thereof. Furnish four hinges for doors over 38-inches in width and one additional hinge for each additional 12-inches of width or fraction thereof.
c. Except where otherwise indicated, hinges shall be mortised, 4-1/2" x 4-1/2", cast stainless steel, with self-lubricating, maintenance free, radial and thrust bearings with a PV rating as high as 28,000 psi x fmp, with pins made non-removable by a concealed hardened roll pin. All hinges shall be furnished with 1/4-20 #30 TORX FHMS.
d. Hinges shall be certified, by an independent testing lab, to meet or exceed the cycle requirements of ASTM 1758, Grade 1A.
e. Hinges furnished for use on labeled fire doors shall also comply with the requirements of NFPA 80.

2. Strikes: All locks and latches shall be furnished with manufacturer's standard strikes complete with dust boxes. Where monitor strikes are specified, provide strikes as appropriate for the lock specified. All monitor strikes shall be designed to fit within a 2" face frame without protruding beyond the 2" frame depth.

3. Fasteners:

a. Manufacturer hardware to conform to published template, generally prepared for machine screw installation. Do not provide hardware, which has been prepared for self-tapping of sheet metal screws.
b. Furnish screws for installation with each hardware item. All exposed screw heads, whether door is open or closed, shall be pinned-Torx (with security stud) flat-head or oval head screws. Screws shall be finished to match the applied hardware item. Other types of security screws are unacceptable unless specifically approved by the Architect-Consultant. Provide one hundred (100) security screw of each size and each type, and twelve (12) sets of Torx security wrenches for each size screw used.

4. Pull:

a. Grip Type Door Pulls shall be cast of brass or bronze with satin finish of approximately US4 unless specified otherwise in hardware schedule. Overall length, 8-3/4”; handhold, 5-1/4”; grip clearance, 1-1/2”; attachment holes, 7-3/4” o.c. Provide two (2) 3/8-16 x 5/8” oval head screws. Provide clear lacquer finished baked for 15 minutes at 350 degrees and allow to cool before packaging.
b. Flush Type Door Pulls shall be cast of brass or bronze with satin finish of approximately US4 unless specified otherwise in hardware schedule. Size 4” x 5” x 1/8” x pocket rip 1” deep. Provide four (4) 1/4-20 x 3/8” flat head screws. Provide clear lacquer finish baked for 15 minutes at 350 degrees and allow to cool before packaging.
c. Combo Pull 3.5” x 10” x .125 Satin Stainless Steel, similar to NWSH # NW701. Provide four (4) ¼-20 x ½” Flat Head Torx Machine Screws.

5. Door Position Switch:

    a. The door position switch shall magnetic type and consist of two components: 1) a magnet unit that is mortised into the top edge of the door adjacent to the lock stile and 2) a reed switch that is mortised into the door frame opposite and on the same centerline and the magnet.
    b. The switch shall be actuated magnetically and it shall be the single pole, double throw type with a rating of 0.5 amps at 24V.
    c. Each unit shall be furnished with lead wires and plug connector for field hookup. The unit shall be constructed of plate steel and brass parts in a substantial manner to resist attack and tampering when the door is open. The exposed faceplate shall be of US32D finish and attached with 12-24 FHM screws.

6. High Security Closer (LCN #2210/2210DPS series) shall be concealed mounted with security screws at all exposed locations and shall have adjustable spring tension. Closers shall have cast iron cylinders and two separately adjustable non-critical valves for closing speed and latching speed, plus a third valve for adjusting the hydraulic back check. A maximum opening clearance shall be 180-degrees. Provide finish of standard powder coated aluminum.
7. Wall or Floor Mounted Door Stops shall be a tamper resistant device that is embedded into the wall or floor with an epoxy resin adhesive. Bumper shall be 2” diameter x 3-1/2” long and made from a non-hazardous silicone elastomer, 80 durometer. The threaded and grooved steel mounting shank shall be 5/8” in diameter and embedded into the bumper at least half the length of the bumper. Mounting shank shall extend 2-1/2” beyond the bumper bottom for embedding into the wall or floor. The location of the floor bumper shall not be closer than 24” from hinge and a maximum of 8” from wall. If this condition cannot be achieved, request direction from the Architect.
8. Thresholds: Provide thresholds as in "Detention Hardware Schedule", and where required on security doors per details.

    a. All weather-stripped doors shall be provided a minimum of NGP 425A thresholds (or approved equal) unless noted otherwise.
    b. Pass-Resistant thresholds required at all doors between adjacent housing units: NGP 8135S.
    c. DEC is responsible to field verify all job conditions and provide appropriate type for a finished installation.

9. Door Bottom Sweeps:

    a. DEC is to coordinate field conditions and provide appropriate sweeps for each condition.
    b. Provide steel plate skirt and broom sweeps at all slider doors.

10. Weather stripping:

    a. Provide weather-stripping at all exterior doors equal to NGP 161SA at all heads and jambs (and astragals if pairs) at all exterior doors installed per manufacturer

recommendations.

b. DEC is responsible to field verify all job conditions and provide appropriate types for a finished installation.

11. Door Silencers (Rockwood 608) shall be standard resilient type and removable for replacement.

12. Cylinders – General

a. All key cylinders shall be either Mogul or Paracentric depending on lock type.
b. Mogul Cylinders shall be high security, manufactured to precision tolerances and the highest quality standards.
c. Mogul Cylinders shall have two independent locking mechanisms, to be operated by a single key.
d. Mogul Cylinders shall be manufactured from solid brass extrusions or bar stock.

13. Keys

a. The thickness of the key blade shall be a minimum 0.115 inches thick to prevent breakage.
b. Size of key bow shall be a minimum 0.85 square inches to accommodate manually impaired individuals.
c. Key Cutting – Key design and tolerances shall provide for keys with project specific codes to be cut by hardware manufacturer only.

2.4 SECURITY FASTENERS

A. Security Fasteners: Operable only by tools produced for use on specific type of fastener-by-fastener manufacturer or other licensed fabricator.

1. Products: Subject to compliance with requirements, provide the following:

a. Holo-Krome; a Danaher Corporation.
b. Safety Socket Screw Corporation.
c. Tamper-Pruf Screws, Inc.
d. Textron Fastening Systems; Textron, Inc.

B. Drive-System Type, Head Style, Material, and Protective Coating: Provide as required for assembly, installation, and strength, and as follows:

1. Drive-System Types: Pinned Torx-Plus.
2. Fastener Strength: 120,000 psi (827 MPa).
3. Socket Button Head Fasteners:

a. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.

4. Socket Flat Countersunk Head Fasteners:

a. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.

5. Socket Head Cap Fasteners:

a. Stainless steel, ASTM F 837 (ASTM F 837M), Group 1 CW.

2.5 ELECTRO-MECHANICAL LOCKS FOR SECURITY DOORS

A. Acceptable Manufacturers

1. Except as otherwise specified herein, the equipment and materials of this section shall be products of one of the following Manufacturers:

a. RR Brink (RRB), Shorewood, IL
b. Southern Folger, San Antonio, TX

B. 24 VDC motor operated security locks for individual swinging doors, RRB 5020, SS 10120: Locks shall be frame mounted, complete with integral electronic components.

1. Functions:

a. Locks to operate electrically through either constant duty motors, or constant duty solenoids. Locks to be remotely unlocked electrically by momentary contact switch, or mechanically operated by key at the lock.
b. Refer to the requirements of the Emergency Release function of the door control system specified in Division 17. The electrically controlled locks shall be furnished with the capabilities of a half cycle function when controlled with the Emergency Release control function and a full cycle function with the normal door control function.
c. Full Cycle Operation (Standard)

1) When a momentary signal is applied to the full cycle input, the latchbolt shall retract, locking the door if closed and allowing the door to be slam-locked if open.
2) When a maintained signal is applied to the full cycle input, the latchbolt shall retract. The latchbolt shall remain mechanically retracted as long as the full cycle input is present. When the signal is removed, the latchbolt shall extend, locking the door if closed and allowing the door to be slam-locked if open.

d. Half Cycle Operation

1) When a momentary signal is applied to the unlock input, the latchbolt shall retract. The latchbolt shall remain mechanically retracted. When power is removed, the latchbolt remains retracted.
2) When a momentary signal is applied to the lock input, the latchbolt shall extend, locking the door if closed and allowing the door to be slam-locked if open.

e. Manual Operation

1) Each lock shall have local manual key override lock/unlock feature. Keyed one side (K1), Keyed two sides (K2).
2) Rotating the key shall mechanically retract the latchbolt. Removing the key shall extend the bolt, locking the door if closed and allowing the door to be slam-locked if open.

2. Components

a. Mechanical

1) Lock shall operate as a fail-secure slam-lock. Unlocks when energized.
2) Lock body shall be made of steel or stainless steel.
3) Lock shall be supplied with a security ring to protect the key cylinder.

b. Electrical

1) Lock shall operate when supplied with 24 VDC + 25% “or” – 5%.
2) Power consumption: 36-watt maximum (1.5 amps).
3) Lock shall be provided with a lock status switch to provide interlocking capabilities.
4) Switches shall be of the snap acting mechanical type, UL listed and rated at 5 amps.
5) Locks shall be factory wired to a plug disconnect.
6) Lock status switch shall be capable of providing the following indications:

a) Deadlocked indication
b) Unsecured indication

c. Features: Where specified by the security hardware/door schedule, the following features shall be provided:

1) Remote Latch Holdback (RLHB): Latchbolt is retracted by the push of a button at the control panel and remains mechanically retracted until button is pushed a second time.
2) Key Operated Mechanical Latch Holdback (KLHB): Latchbolt is retracted locally by key and remains mechanically retracted until relocked by key.
3) Key Switch (KS): Door is electrically unlocked by key operated switch at the lock.

2.6 KEYING AND KEYS

A. Keying and Keys

1. During the submittal review the key schedule may be modified as desired by the Owner. Up to 50 additional key codes could be added at no additional cost to Owner.
2. High Security Mogul type cylinders shall be keyed in sets and master keyed, sub-master

keyed etc. to level as directed.

a. Provide five (5) keys per key code.

B. Key Control System:

1. Keying: Provide key system as directed by the Owner.
2. All keys shall be stamped, with a maximum of six (6) characters, as directed by Owner.

C. All electrically operated hardware shall be furnished with both male and female Molex connectors.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

Examine and inspect all surfaces, anchors, and grounds that are to receive materials, fixtures, assemblies, and equipment specified herein. Check location, "rough in", and field dimensions prior to beginning work. Report all unsatisfactory conditions in writing to the Architect-Engineer.

1. Do not begin installation until all unsatisfactory conditions have been corrected.

B. Verify all dimensions and be responsible for their correctness. No extra compensation will be allowed for differences between actual measurements and the dimensions indicated on the drawings.

3.2 INSTALLATION

A. Install security materials and accessories in accordance with the final shop drawings, manufacturer's data, and as herein specified.
B. Install all components and complete system as indicated and in accordance with manufacturer's recommendations and instructions.
C. Fit exposed connections accurately together to form tight hairline joints. Weld connections, which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.

3.3 ADJUSTING

A. Final Adjustments: Prior to final inspection check and re-adjust all components to operate within their designed capacity. All components shall be adjusted and tested to verify correct

operation prior to final inspection.

B. All devices shall be tested for specified and manufacturer described operation.
C. All tests required by local agencies shall be performed.
D. All tests required by Owner and Owner's representative shall be performed.
E. Systems not meeting the minimum level of acceptability as defined in the test procedures shall be repaired and retested.
F. Provide documentation of test procedures and results.
G. Equipment manufacturer's representative shall certify that the systems are installed and operate as specified.
H. All costs to test and retest systems shall be the responsibility of the Detention Equipment Contractor.
I. Testing shall be in accordance with NFPA 72.
J. Operation: Re-hang or replace doors, which do not swing or operate freely, as directed by Architect-Engineer.
K. Finished Doors: Refinish or replace doors damaged during installation, as directed by Architect-Engineer.

3.4 SECURITY HARDWARE SCHEDULE

A. Detention Hardware Sets:

Hardware Set S01 Exterior Door

Each to receive:

3	EA	Hinge	NW645 FMST x #30 Torx US32D	NW Spec Hdwe
1	EA	Power Transfer	EPT10	VON
1	EA	Elect Jamb Lock	5026M-MSLH 24VDC	RR Brink
1	EA	Loop Pull	NW601 x SS US32D	NW Spec Hdwe
1	EA	Combo Pull	NW701 US32D	NW Spec Hdwe
1	EA	Closer	2214 AL	LCN Closers
1	EA	Floor Stop	NW606 BLACK	NW Spec Hdwe
1	EA	Threshold	896S 36" x TORX x PA	National Guard
1	EA	Gasketing	161SA AL 36" x 84"	National Guard
1	EA	Magnetic DPS	201020 US32D	RR Brink
1	EA	Credential Reader	By Div 28	By Other
1	EA	Power Supply	By Div 28	By Other

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

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. Non-load-bearing steel framing systems for interior partitions.
2. Suspension systems for interior ceilings and soffits.

B. Related Requirements:

1. Section 092900 – “Gypsum Board” for a component of the wall assembly attached to metal framing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of code-compliance certification for studs and tracks.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
2. Protective Coating: ASTM A 653/A 653M, G60, hot-dip galvanized unless otherwise indicated.

B. Studs and Tracks: ASTM C 645. Use either steel studs and tracks or embossed steel studs and tracks.

1. Steel Studs and Tracks:

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) ClarkDietrich.
2) MarinoWARE.

b. Minimum Base-Metal Thickness: As required by performance requirements for horizontal deflection.
c. Depth: As indicated on Drawings.

2. Embossed Steel Studs and Tracks: Roll-formed and embossed with surface deformations to stiffen the framing members so that they are structurally equivalent to conventional ASTM C 645 steel studs and tracks.

a. Minimum Base-Metal Thickness: As required by horizontal deflection performance requirements.
b. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide one of the following:

1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch minimum vertical movement.

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) ClarkDietrich.
2) MarinoWARE.

2. Single Long-Leg Track System: ASTM C 645 top track with 2-inch- deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
3. Double-Track System: ASTM C 645 top outer tracks, inside track with 2-inch- deep flanges in thickness not less than indicated for studs and fastened to studs, and outer track sized to friction-fit over inner track.
4. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

    a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

        1) ClarkDietrich.
        2) MarinoWARE.

D. Firestop Tracks: Top track manufactured to allow partition heads to expand and contract with movement of structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

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. ClarkDietrich.
    b. MarinoWARE.

E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.0296 inch.

F. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-metal thickness, with minimum 1/2-inch- wide flanges.

1. Depth: As indicated on Drawings.
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.

G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

1. Minimum Base-Metal Thickness: 0.0296 inch.
2. Depth: As indicated on Drawings.

H. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.

1. Configuration: Asymmetrical or hat shaped.

I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.

1. Depth: As indicated on Drawings.
2. Furring Brackets: Adjustable, corrugated-edge-type steel sheet with minimum uncoated-steel thickness of 0.0329 inch.
3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.

2.3 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.

B. Hanger Attachments to Concrete:

1. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or AC193 as appropriate for the substrate.

a. Uses: Securing hangers to structure.
b. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.

D. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.0538 inch and minimum 1/2-inch- wide flanges.

1. Depth: As indicated on Drawings.

E. Furring Channels (Furring Members):

1. Cold-Rolled Channels: 0.0538-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges, 3/4 inch deep.
2. Steel Studs and Tracks: ASTM C 645.

a. Minimum Base-Metal Thickness: 0.0296 inch.
b. Depth: As indicated on Drawings.

3. Embossed Steel Studs and Tracks: ASTM C 645.

a. Minimum Base-Metal Thickness: 0.0190 inch.
b. Depth: As indicated on Drawings.

4. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.

a. Minimum Base-Metal Thickness: 0.0296 inch.

5. Resilient Furring Channels: 1/2-inch- deep members designed to reduce sound transmission.

a. Configuration: Asymmetrical or hat shaped.

F. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Armstrong World Industries, Inc.
b. Chicago Metallic Corporation.
c. USG Corporation.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:

1. Asphalt-Saturated Organic Felt: ASTM D 226/D 226M, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building

structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
D. Install bracing at terminations in assemblies.

E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

   1. Single-Layer Application: As required by horizontal deflection performance requirements unless otherwise indicated.
   2. Multilayer Application: As required by horizontal deflection performance requirements unless otherwise indicated.
   3. Tile Backing Panels: As required by horizontal deflection performance requirements unless otherwise indicated.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
C. Install studs so flanges within framing system point in same direction.
D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.

   1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.

2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.

    a. Install two studs at each jamb unless otherwise indicated.
    b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.

    a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
6. Curved Partitions:

    a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
    b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.

E. Direct Furring:

    1. Screw to wood framing.
    2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

    1. Hangers: 48 inches o.c.
    2. Carrying Channels (Main Runners): 48 inches o.c.
    3. Furring Channels (Furring Members): 16 inches Insert dimension o.c.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

    a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

    a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
5. Do not attach hangers to steel roof deck.
6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
8. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.

F. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

G. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 092900 - GYPSUM BOARD

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. Interior gypsum board.
2. Tile backing panels.
3. Trim accessories.

B. Related Requirements:

1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.

C. Samples for Verification: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.

1.4 QUALITY ASSURANCE

A. Mockups: Build mockups of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Build mockups for the following:

a. Each level of gypsum board finish indicated for use in exposed locations.
b. Each texture finish indicated.

2. Apply or install final decoration indicated, including painting and wallcoverings, on exposed surfaces for review of mockups.
3. Simulate finished lighting conditions for review of mockups.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

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

2.3 INTERIOR GYPSUM BOARD

A. Gypsum Board, Type X: ASTM C 1396/C 1396M.

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. CertainTeed Corporation.
b. Georgia-Pacific Gypsum LLC.
c. National Gypsum Company.

2. Thickness: 5/8-inch.
3. Long Edges: Tapered.

B. Gypsum Ceiling Board: ASTM C 1396/C 1396M.

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 Gypsum.
b. CertainTeed Corporation.
c. Georgia-Pacific Gypsum LLC.

2. Thickness: 1/2-inch.
3. Long Edges: Tapered.

C. Mold-Resistant Gypsum Board Type “X”: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. CertainTeed Corporation.
b. Georgia-Pacific Gypsum LLC.
c. National Gypsum Company.

d. United States Gypsum Company.

2. Core: 5/8-inch.
3. Long Edges: Tapered.
4. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
2. Shapes:

    a. Cornerbead.
    b. LC-Bead: J-shaped; exposed long flange receives joint compound.
    c. L-Bead: L-shaped; exposed long flange receives joint compound.
    d. U-Bead: J-shaped; exposed short flange does not receive joint compound.
    e. Expansion (control) joint.

3. Drywall Molding Z-Reveal:

    a. Basis of Design Product: Model “DRMZ-625-50” “Z” Reveal Moulding as manufactured by Frye Reglet or a comparable product.
    b. Dimensions: 1/2-inch wide x 5/8-inch deep reveal.
    c. Locations: Perimeter between 4-1/2-inch aluminum storefront frame and 4-7/8-inch gypsum board partitions.
    d. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.
B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.

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

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.

    a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

D. Joint Compound for Tile Backing Panels:

1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
2. Cementitious Backer Units: As recommended by backer unit manufacturer.
3. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112-inch thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

C. Thermal Insulation: As specified in Section 072100 - "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.
B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
E. Form control and expansion joints with space between edges of adjoining gypsum panels.
F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.

G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

    a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.

3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.

C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.
2. LC-Bead: Use at exposed panel edges.

D. Exterior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.
2. LC-Bead: Use at exposed panel edges.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

E. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.

F. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

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

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on exterior substrates**.**

1. Concrete masonry units (CMU).
2. Galvanized metal.

B. Related Requirements:

1. Section 042200 – “Concrete Unit Masonry” for painting CMU walls.
2. Section 081113 – “Hollow Metal Doors and Frames” for painting doors and frames.
3. Section 099123 "Interior Painting" for surface preparation and the application of paint systems on interior substrates.

1.3 DEFINITIONS

A. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

A. Comply with the Buy American Act (41 U.S.C. 10).

B. Warranty: Fifteen (15) years from the date of Substantial Completion.

1.7 DELIVERY, STORAGE AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Benjamin Moore & Co.
2. ICI Paints.
3. Kelly-Moore Paints.
4. M.A.B. Paints.

5. PPG Porter Architectural Finishes, Inc.
6. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

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

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

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

2.3 PRIMERS

A. Exterior, Alkali-Resistant, Water-Based Primer: Pigmented, water-based primer formulated for use on alkaline surfaces, such as exterior plaster, vertical concrete and masonry.

B. Exterior, Latex Block Filler: Water-based, pigmented, high-solids, emulsion coating formulated to bridge and fill porous surfaces of exterior concrete masonry units in preparation for specified subsequent coatings.

2.4 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

2.5 FINISH COATINGS

A. Exterior, High-Build Latex Paint: Water-based, high-build, pigmented, emulsion coating; high-solids content improves filling, uniformity and film build on concrete masonry surfaces. Formulated for abrasion, mold, microbial and wind-driven rain resistance and for use on exterior masonry, concrete masonry unit and concrete surfaces.

1. Gloss and Sheen Level: Manufacturer's standard satin finish.

B. Exterior Alkyd Enamel, Semigloss: Solvent-based, pigmented, alkyd enamel formulated for mold, microbial and water resistance and for use on exterior, primed, wood and metal surfaces.

1. Gloss Level: Manufacturer's standard semigloss finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Masonry (Clay and CMU), or Portland Cement Plaster: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
4. Paint entire exposed surface of window frames and sashes.
5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.

2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing and refinishing, as approved by Architect and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Basis-of-Design Product: Sherwin Williams Company.

B. CMU Substrates:

1. Latex over Alkali-Resistant Primer System:

a. Prime Coat: Primer, alkali resistant, water based, MPI #3.

1) S-W Loxon Block Surfacer, LX01 Series at 75 to 125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).

b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, low sheen (Gloss Level 4)**,** MPI #15.
d. S-W A-100 Exterior Latex Satin, A82 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat

C. Galvanized-Metal Substrates:

1. Exterior Alkyd Enamel Over Acrylic Primer System:

a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat MPI #107 indicated.

1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, 5.0 to 10.0 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.

b. Intermediate Coat: Exterior alkyd enamel matching topcoat.

c. Topcoat: Exterior, semi-gloss (Gloss Level 5), MPI #147

1) S-W Pro Industrial Acrylic Semi-Gloss, B66W00651.
2) S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.

END OF SECTION 099113

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SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates.

1. Concrete.
2. Concrete masonry units (CMU).
3. Steel.

B. Related Requirements:

1. Section 051200 - "Structural Steel Framing" for shop priming of metal substrates with primers specified in this Section.
2. Section 081113 – “Hollow Metal Doors and Frames” for painting of doors and frames.
3. Section 099113 - "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8-inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

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

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Co.
2. ICI Paints.
3. Kelly-Moore Paints.
4. M.A.B. Paints.
5. PPG Architectural Finishes, Inc.
6. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

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

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

D. Colors: As selected by Architect from manufacturer's full range. Up to four (4) colors.

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior: MPI #4.

2.4 PRIMERS/SEALERS

A. Primer, Alkali Resistant, Water Based: MPI #3.

B. Primer Sealer, Latex, Interior: MPI #50.

2.5 METAL PRIMERS

A. Primer, Alkyd, Anti-Corrosive, for Metal: MPI #79.

2.6 WATER-BASED PAINTS

A. Latex, Interior, Flat, (Gloss Level 1): MPI #53.

B. Latex, Interior, (Gloss Level 3): MPI #52.

C. Latex, Interior, High Performance Architectural, (Gloss Level 3): MPI #139.

2.7 SOLVENT-BASED PAINTS

A. Alkyd, Interior, Gloss (Gloss Level 6): MPI #48.

2.8 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

G. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. High-Performance Architectural Latex System:

a. Prime Coat: Primer, alkali resistant, water based, MPI #3.

1) S-W Loxon Concrete & Masonry Primer Sealer, LX02 Series, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.

b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.

c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139.

d. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat

B. Concrete Masonry Unit Substrates:

1. High-Performance Architectural Latex System:

a. Block Filler: Block filler, latex, interior/exterior, MPI #4.

1) S-W Pro Industrial Heavy Duty Block Filler, B42W00150, at 75-125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).

b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139.
d. S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat

C. Steel Substrates:

1. Waterbased Alkyd Urethane System:

a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.

1) S-W KemBond HS Primer, B50WZ4 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.

b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, gloss (Gloss Level 6), MPI #48.
d. S-W Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat

END OF SECTION 099123