

Springfield City Hall Roof Repair Project

127 W Main St, Springfield, KY 40069

April 2026



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AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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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.

Sample

VBNA No. 26-003

Date: _____ To: (Owner) SPRINGFIELD CITY GOVERNMENT

Project Name: SPRINGFIELD CITY HALL ROOF REPAIR

City, County: SPRINGFIELD, KY

Name of Contractor: _____

Mailing Address: _____

Business Address: _____ Telephone: _____

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum _____ (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID: For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

_____ Use Figures

_____ Dollars & _____ Cents
Use Words Use Words

ALTERNATE BIDS: (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid
1	ADD FULL ROOF REPLACEMENT			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

LIST OF PROPOSED SUBCONTRACTORS:

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

The bidder shall submit the list of subcontractors with the bid.

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	ROOFING	
2.	FLASHING & SHEET METAL	
3.	MASONRY	
4.	INTERIOR DRYWALL	
5.	TILING	
6.	ACOUSTICAL CEILINGS	
7.	RESILIENT TILE FLOORING	
8.	TILE CARPETING	
9.	PAINTING	
10.		
11.		
12.		
13.		
14.		
15.		

FORM OF PROPOSAL

16.		
17.		
	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
18.		
19.		
20.		
22.		
23.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		

LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	READY MIX CONCRETE SUPPLIER		
2.	INTERIOR GLAZING		
3.	EIFS		
4.	PEMB		
5.	METAL WALL PANELS		
6.	ROOFING MATERIALS		
7.	HOLLOW METAL DOORS/FRAMES		
8.	WOOD DOORS		
9.	ALUMINUM CURTAINWALL		
12.	DRYWALL COMPONENTS		
13.	ACOUSTICAL PANEL CEILINGS		
14.	RESILIENT TILE FLOORING		
15.	TILE CARPETING		
18.	PAINTING		
20.	VFD'S		
21.	PUMPS / HYDRONIC SPECIALTIES		

FORM OF PROPOSAL

22.	AIR HANDLING UNITS		
23.	VAV'S / FVAV'S		
24.	CABINET HEATERS		
25.	HVLV FANS		
26.	EXHAUST / RELIEF FANS		
27.	REGISTERS, GRILLS, DIFFUSERS		
31.	CONTROLS		
34.	LIGHTING FIXTURES		
35.	ELECTRICAL GEAR		

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: _____

AUTHORIZED REPRESENTATIVE'S NAME: _____
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): _____

AUTHORIZED REPRESENTATIVE'S TITLE: _____

This form shall not be modified.

SECTION 011000 – SUMMARY OF WORK

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 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of the roof repair and minor renovation of a city government building.
 - 1. Project Location: 127 W Main St, Springfield, KY 40069
 - 2. Owner: Springfield City Government
- B. Contract Documents were prepared for the Project by VBNA, Inc.
- C. This project consists of a roof repair and minor partial renovation of the existing city hall building. The renovation consists of: demolition, spray insulation roofing and coating, flooring, flashing, downspout piping, gypsum board, ceiling, and painting work.
- D. The Work will be constructed under a single prime contract.

1.3 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall have limited use of the premises for construction operations, including use of the site. Coordinate with Owner as portions of the building and site will be occupied.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage or materials. Schedule deliveries to minimize space and time requirement for storage of materials and equipment on-site.

1.4 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "Master Format" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Document.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be

interpreted as singular where applicable as the context of the Contract Documents indicates.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

1. CONTRACTOR USE OF PREMISES

1. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
2. Confine operations in each phase to areas indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
3. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
4. Use of the Existing Building: Maintain the existing buildings in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the buildings and their occupants during the construction period. Provide plastic protective coverings for floor coverings and furnishings.
5. Owner's personnel will remove and replace the bulk of furniture from the rooms where renovation work is to occur. However, the contractor is responsible for moving and replacing any miscellaneous furniture, materials, equipment, shelves, etc. that remain in place in order for the work to be accomplished. This includes items that may be permanently attached.
6. Keep required means of egress open, accessible and free from construction debris.

2. SECURITY

1. Construction materials and equipment are to be maintained in a safe and secure manner when the Contractor is not on site.

3. OWNER OCCUPANCY AND COORDINATION OF ANY REQUIRED OUTAGES

1. The Owner will occupy the site during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage.
2. Be particularly careful about interrupting AC or DC power to computers, telephone or microwave equipment, etc. All such outages must be carefully scheduled and coordinated on off hours, etc., as deemed necessary by the Owner.
3. For any shutdown of main electrical power or of telephone system equipment, the associated work shall occur after 4:30 P.M. and shall proceed continuously until restoration of services, for a maximum of six hours in any single occurrence.

4. No power outage shall occur when the outside air temperature will be below 40 degreesF within 24 hours of the beginning of the outage.
5. Any and all outages necessary for performance of the work shall be accomplished at the Owner's convenience, exclusively. Provide for any premium time anticipated with the Lump Sum Bid. Extras to the contract will not be considered for premium time.

4. GENERAL REQUIREMENTS

1. All salvageable and/or reusable material, equipment and furnishings shall remain the property of the Owner unless after inspection the Owner determines he/she does not want the salvageable items. Any demolition work associated with the mechanical or electrical work shall be performed by the said contractor or the demolition contractor shall work directly for the mechanical and electrical contractor. The general trades demolition contractor will not be allowed to perform the mechanical/electrical demolition work.
2. If the Owner does not want a particular item, it shall then be disposed of in accordance with these specifications by the Contractor at no additional cost to the Owner.
3. Any material and/or equipment and/or furnishings salvaged by the Owner shall be removed from the area of the project's work by the Contractor and be relocated to a specific location as designated by the Owner. Relocation of said material and/or equipment and/or furnishings shall be the responsibility of the Contractor and expenses thereof shall be included in the contract bid amount.

5. COORDINATION

1. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
2. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work with other trades. All Contractors are required to coordinate and have mutual responsibilities for installing, connecting to, and placing in service, such equipment.
3. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs by holding all installations as high as possible. Each Contractor shall coordinate their work with all other trades, existing and anticipated conditions as necessary to maximize the use of the space. If in doubt about the acceptability of a proposed installation, contact the Engineer for instructions.
4. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
5. Coordinate completion and clean up of work requirements of all sections of the specifications in preparation for substantial completion.
6. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

6. ALTERATION PROCEDURES

1. Use materials as specified in product sections of the specifications; match existing products and work for patching and extending work.
2. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
3. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
4. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
5. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division.

7. CUTTING AND PATCHING

1. Employ skilled and experienced installer to perform cutting and patching.
2. Submit written request for clarification or instructions in advance of cutting or altering elements which affects:
 1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight-exposed elements.
 5. Work of Owner or separate contractor.
3. Execute cutting, fitting, and patching to complete work, and to:
 1. Fit the several parts together, to integrate with other work.
 2. Uncover work to install or correct ill-timed work.
 3. Remove and replace defective and non-conforming work.
 4. Provide openings in elements of work for penetrations of mechanical and electrical.
4. Execute work by methods which will avoid damage to other work, and provide proper surfaces to receive patching and finishing.
5. Restore work with new products in accordance with requirements of Contract Documents.
6. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

7. Maintain integrity of wall, ceiling, or floor construction; completely seal voids. Patch areas with like materials (i.e. openings in masonry walls are to be patched with masonry).
 8. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
8. PRECONSTRUCTION CONFERENCE
1. The Architect will schedule a conference at the project site prior to Contractor occupancy.
 2. Attendance Required: Owner, Architect, Contractor, Contractor's Superintendent, and major Subcontractors.
 3. Agenda:
 1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Procedures for maintaining record documents.
9. PROGRESS MEETINGS
1. Schedule and administer meetings throughout progress of the work at Architect's direction. Architect to run progress meeting. Contractor required to attend. Meetings shall be every two weeks unless owner requires more often.
 2. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within four days to Architect, Owner, participants, and those affected by decisions made.
 3. Attendance Required: Job superintendent, major subcontractors and suppliers, Architect, and other interested parties as appropriate to agenda topics for each meeting.
 4. Agenda:
 1. Review of work progress to date and work to be completed in the time frame to the next progress meeting.
 2. Review of field observations, problems, and decisions.
 3. Identification of problems which may impede planned progress.
 4. Corrective measures to regain projected schedules.

5. Effect of proposed changes on progress schedule and coordination.
6. Other business relating to work.

10. BARRIERS

1. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
2. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
3. Provide protection for plant life designated to remain. Replace damaged plant life. Build barriers for trees indicated to remain out at the drip line of tree. Build tree protection fences prior to mobilization on site.
4. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

11. WATER CONTROL

1. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as required.
2. Protect site from puddling or running water. Control all runoff and pollution in accordance with prevailing codes or regulations.
3. Drains shall be kept free of clogs caused by debris from construction and shall be swept free of leaves, dirt, trash, etc., on a daily basis during construction.

12. EXTERIOR ENCLOSURES

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

13. INTERIOR ENCLOSURES

1. Provide temporary partitions as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
2. Construction: Framing and plywood sheet materials with closed joints and sealed edges at intersections with existing surfaces; maximum Flame Spread Rating of 75 in accordance with ASTM E84, or greater if required by prevailing codes. Verify with local authority prior to construction.

14. PARKING

1. Arrange for surface parking areas to accommodate construction personnel. Existing paving will not take heavy loads. Any damage incurred to existing pavement as a result of construction activities is to be repaired to its original condition by the general Contractor.
2. An on-site option is for the General Contractor to provide a fenced rock area for parking. This area is to be returned to its original condition once the project is complete. This includes the repair of all ruts, and the placing of seed/straw.
3. When site space is not adequate, provide additional off-site parking.

15. PROGRESS CLEANING

1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
4. Remove waste materials, debris, and rubbish from site periodically as needed and dispose off-site.
5. Cleaning is to include all areas affected by demolition and construction including: additions, renovated areas, mechanical rooms, mechanical mezzanines, roofs, and tunnels.
6. Refer to Section 012000 for additional cleaning requirements.

16. CLOSEOUT PROCEDURES

1. Submit written certification that Contract Documents have been reviewed, work has been inspected, and the work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
2. Provide submittals to Architect/Engineer that are required by governing or other authorities and as required by the Contract Documents.
3. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
4. Provide copies of each inspection certificate, i.e., fire alarm, electrical, plumbing, fire suppression, etc.
5. The Contractor shall conduct a "worklist" review of the project as it nears completion, to develop his own "punchlist" of work to be completed prior to requesting a punchlist review by the Architect at or near the substantial completion date. The Architect will develop a punchlist of items needing correction or completion. A subsequent visit to the site will be accomplished by the Architect to verify that all punchlist items are complete. If additional site visits or meetings are required due to the Contractor's inability or unwillingness to

complete the punchlist by the second visit, the Architect shall have the right to recover his costs for extra time and travel expenses from the Contractor.

17. FINAL CLEANING

1. Execute final cleaning prior to final inspection.
2. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition. Clean site; sweep paved areas, rake clean landscaped surfaces. Remove waste and surplus materials, rubbish, and construction facilities from the site.
3. Refer to Section 012000 for additional cleaning requirements.

18. WARRANTIES

1. Provide notarized copies.
2. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
3. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
4. Submit prior to final Application for Payment.
5. For items of work delayed beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION 011000

SECTION 012000 - CLEANING

PART 1 - GENERAL

A. SUMMARY

1. This Section specifies cleaning requirements throughout the construction project.
 - a. Nothing contained in this Section shall be construed as modifying, changing, adding to or deleting from the General Conditions or Supplementary General Conditions.
 - b. All cleaning described in this section shall be provided by a dedicated cleaning company unless otherwise indicated. The cleaning company shall have been in operation for a minimum of 5 years. The cleaning company shall be listed on the form of proposal for owner approval.

B. BI-WEEKLY CLEANING

1. The cleaning contractor shall clean the building areas where construction has occurred bi-weekly (this includes all areas of work, including: renovated areas, new construction areas, mechanical rooms, mechanical mezzanines, roofs, and tunnels). 2 hours prior to scheduled construction meetings, the cleaning contractor shall completely sweep floors, wipe down lockers, shelves, casework, walls etc., and remove all construction debris from the building areas of work and addition site. Where excessive dust has accumulated on floors of the construction area the contractor shall wipe down floors. Empty food and drink containers must be thrown into designated trash bins. Trash bins must be emptied to a dumpster on site daily. A dumpster shall be provided on site dedicated to general trash. This dumpster shall be emptied at a minimum of every 2 weeks or as necessary for trash accumulation. Food and drink containers thrown on the floor or ceilings are unacceptable at any time. All trades shall comply with trash requirements.
2. All floors and carpets at areas of work shall be protected throughout construction. Where carpet is designated as existing to remain, contractor shall provide 2 layers of taped down plastic covering with perpendicular seams. Any damaged floors shall be replaced.
3. Prior to construction meetings the entire area of work and site will be surveyed by the owner and architect. The prime contractor and the cleaning contractor shall be present for the survey. If the area of work in the building is found not to be in compliance with the conditions described above, the owner will hire a cleaning company to bring the building to the required condition. All contractors will be required to leave the site until the owner's cleaning company has completed cleaning. All charges incurred by the owner for cleaning shall be paid by the contractor. The contract substantial completion date shall not be affected by time lost for owner cleaning.

2. FINAL CLEANING

1. Execute final cleaning one day prior to substantial completion. The final inspection at substantial completion shall include a survey of the building (area of work) cleanliness.
2. Areas of Work: Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition. The building interior shall be cleaned in its entirety including mechanical and electrical spaces. Clean site; sweep paved areas, rake clean landscaped surfaces. Remove waste and surplus materials, rubbish, and construction facilities from the site. All ceilings shall be

free of dust and construction debris. All construction dumpsters shall be removed from the site.

3. Prior to the substantial completion building inspection the entire building and site (areas of work) will be surveyed by the owner and architect. The prime contractor and the cleaning contractor shall be present for the survey. If the building is found not to be in compliance with the conditions described above, the owner will hire a cleaning company to bring the building to the required condition. All contractors will be required to leave the site until the owner's cleaning company has completed cleaning. All charges incurred by the owner for cleaning shall be paid by the contractor. The project will not be considered substantially complete until the above level of cleanliness is achieved.
4. After substantial completion has been established, the contractor shall maintain the finished clean condition. The contractor shall clean disturbed areas due to punch list completion daily. Any areas not left in a clean condition will be cleaned by the owner at the contractor's expense.

END OF SECTION 012000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 3. Division 01 Section "References" for applicable industry standards for products specified.

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 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal 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 Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. 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.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

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 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Division 01 Section "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. 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, unless otherwise indicated.
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, unless otherwise indicated.
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 Division 01 Section "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

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 3. Division 02 Section "Structure Demolition" for demolition and removal of existing buildings.

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. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

- C. Certified Surveys: Submit two copies signed by land surveyor.
- D. Final Property Survey: Submit 4 copies 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.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

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, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "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 land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish 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. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. 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.
- C. Benchmarks: Establish and maintain a minimum of two 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.
- D. 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.
- E. Final Property Survey: Engage a 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. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. 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.
- G. 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.
- H. 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.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place 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 neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. 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.
 5. Cleaning is to include sweeping floors and picking up all trash and debris left by those working on the construction of the facility.
- 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 in [Division 01 Section "Temporary Facilities and Controls."] [Division 01 Section "Construction Waste Management and Disposal."]
 - 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.
- 3.9 STARTING AND ADJUSTING
- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
 - 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 Division 01 Section "Quality Requirements."
- 3.10 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.

3.11 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 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 5. Divisions 02 through 49 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[and Construction Manager] will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection 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 Division 01 Section "Payment Procedures."
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. Reinspection: Request reinspection 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.
 - 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. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. 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 (215-by-280-mm) 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.
- D. 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.
 - 1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

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 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 concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.

- I. 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.
 - m. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. 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.
 - r. 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.
 - s. 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.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

END OF SECTION 017700

SECTION 040120 - MAINTENANCE OF 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 maintenance of unit masonry consisting of **brick** clay masonry restoration and cleaning as follows:
 - 1. Repointing joints.
- B. Owner-Furnished Material: Salvaged brick.

1.3 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
 - 1. At Contractor's option, work may be divided between two specialist firms: one for cleaning work and one for repair work.
 - 2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that clay masonry restoration and cleaning work is in progress. Supervisors shall not be changed during Project except for causes beyond the control of restoration specialist firm.
 - 3. Restoration Worker Qualifications: Persons who are experienced in restoration work of types they will be performing.
- B. Chemical-Cleaner Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-trained representatives who are available for consultation and Project-site inspection and assistance at no additional cost.
- C. Source Limitations: Obtain each type of material for masonry restoration (face brick, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.
- D. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.

- E. Restoration Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials and Project site.
 - 1. Include methods for keeping pointing mortar damp during curing period.
 - 2. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.

- F. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used, protection of surrounding materials, and control of runoff during operations.
 - 1. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.
- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store lime putty covered with water in sealed containers.
- F. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.5 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
- B. Repair masonry units and repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair and mortar-joint pointing unless otherwise indicated:

1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 7 days after repair and pointing.
- D. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
- F. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least 7 days after completion of cleaning.

1.6 COORDINATION

- A. Coordinate masonry restoration and cleaning with public circulation patterns at Project site. Some work is near public circulation patterns. Public circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

1.7 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Perform masonry restoration work in the following sequence:
1. Remove plant growth.
 2. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 3. Remove paint.
 4. Clean masonry surfaces.
 5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 6. Repair masonry, including replacing existing masonry with new masonry materials.
 7. Rake out mortar from joints to be repointed.
 8. Point mortar **and sealant** joints.
 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 10. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

- A. Salvaged Brick: Obtain salvaged brick from Owner from location shown on Drawings. Clean off residual mortar.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, white[**or gray or both**] where required for color matching of exposed mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Factory-Prepared Lime Putty: ASTM C 1489.
- D. Quicklime: ASTM C 5, pulverized lime.
- E. Mortar Sand: ASTM C 144 unless otherwise indicated.
 - 1. Color: Provide natural sand of color necessary to produce required mortar color.
 - 2. For pointing mortar, provide sand with rounded edges.
 - 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- F. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- G. Water: Potable.

2.3 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 1/2 cup (125 mL) of laundry detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.
- D. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium polyphosphate, 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.

2.4 MORTAR MIXES

- A. Preparing Lime Putty: Slake quicklime and prepare lime putty according to appendix to ASTM C 5 and manufacturer's written instructions.
- B. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- C. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 - 1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- D. Do not use admixtures in mortar unless otherwise indicated.
- E. Mortar Proportions: Mix mortar materials in the following proportions:
 - 1. Pointing Mortar for Brick: **1 part portland cement, 6 parts lime, and 12 parts sand.**
 - a. Add mortar pigments to produce mortar colors required.

2.5 CHEMICAL CLEANING SOLUTIONS

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical-cleaner manufacturer.
- B. Acidic Cleaner Solution for **Brick**: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
- B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
 - 1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials

that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.

2. Keep wall wet below area being cleaned to prevent streaking from runoff.
3. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
4. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

C. Prevent mortar from staining face of surrounding masonry and other surfaces.

1. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
2. Immediately remove mortar in contact with exposed masonry and other surfaces.
3. Clean mortar splatters from scaffolding at end of each day.

4. Provide temporary rain drainage during work to direct water away from building.

3.2 MASONRY UNIT PATCHING

A. Patching Bricks:

1. Remove loose material from masonry surface. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4 inch (6 mm) thick, but not less than recommended by patching compound manufacturer.
2. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of masonry unit.
3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
4. Rinse surface to be patched and leave damp, but without standing water.
5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
6. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
8. Keep each layer damp for 72 hours or until patching compound has set.

3.3 REPOINTING MASONRY

A. Rake out and repoint joints to the following extent:

1. All joints in areas indicated.

B. Do not rake out and repoint joints where not required.

C. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.

D. Pointing with Mortar:

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.
 - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

- E. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent woodwork and other nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

END OF SECTION 040120

SECTION 061000 - 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. This Section includes the following:
 - 1. Framing with dimension lumber.
 - 2. Roof Sheathing
 - 3. Wood blocking and nailers.

1.3 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- C. Timber: Lumber of 5 inches nominal (114 mm actual) or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. RIS: Redwood Inspection Service.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.4 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 products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Fastener Patterns: Full-size templates for fasteners in exposed framing.
- C. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSB Board of Review.
- D. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 1. Wood-preservative-treated wood.
 2. Fire-retardant-treated wood.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. 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 ALSB Board of Review. Provide lumber graded by an agency certified by the ALSB 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. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
 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 all rough carpentry, unless otherwise indicated.
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
 - 3. Wood floor plates that are installed over concrete slabs-on-grade.

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.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Furring.
 - 5. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content and any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB, or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine, No. [2] [3] grade; SPIB.
 - 2. Hem-fir or hem-fir (north), grade; NLGA, WCLIB, or WWPA.
 - 3. Spruce-pine-fir (south) or spruce-pine-fir, grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.4 ROOF SHEATHING

- A. Plywood Roof Sheathing: **Exposure 1, Structural I**
 - 1. Span Rating: Not less than **24/0**.
 - 2. Nominal Thickness: Not less than **3/4 inch**

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. 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.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 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 rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.

- E. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.
- F. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. 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.
- H. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
- I. Use common wire nails, unless otherwise indicated. 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; do not countersink nail heads, unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for 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. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

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 rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior standing and running trim.
2. Interior frames and jambs.
3. Shop priming of interior architectural woodwork.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Anchors.
2. Adhesives.
3. Shop finishing materials.

1.3 FIELD CONDITIONS

- A. Environmental Limitations without Humidity Control: Do not deliver or install interior architectural woodwork until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels designed for building occupants for the remainder of the construction period.

PART 2 - PRODUCTS

2.1 INTERIOR STANDING AND RUNNING TRIM FOR OPAQUE FINISH

A. Architectural Woodwork Standards Grade: **Economy**.

1. Wood Species: **Eastern white pine, sugar pine, or western white pine**

2.2 INTERIOR FRAMES AND JAMBS FOR OPAQUE FINISH

A. Architectural Woodwork Standards Grade: **Economy**

B. Wood Species: **Eastern white pine, sugar pine, or western white pine.**

1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches (76 mm) wide.

2.3 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Nailers: **[Softwood or hardwood lumber] [Fire-retardant-treated softwood lumber]**, kiln-dried to less than 15 percent moisture content.
 - 1. Preservative Treatment: Provide softwood lumber treated by pressure process, AWPA U1; Use Category UC3b.
 - a. Provide **[where indicated] [where in contact with concrete or masonry] <Insert requirements>**.
 - b. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
 - c. Preservative Chemicals: Acceptable to authorities having jurisdiction **[and containing no arsenic or chromium]**.
- B. Provide self-drilling screws for metal-framing supports, as recommended by metal-framing manufacturer.
- C. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.
 - 1. Provide metal expansion sleeves or expansion bolts for post-installed anchors.
 - 2. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- D. Installation Adhesive: Product recommended by fabricator for each substrate for secure anchorage.

2.4 FABRICATION

- A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
- B. Fabricate interior architectural woodwork to dimensions, profiles, and details indicated.
 - 1. Ease edges to radius indicated for the following:
 - a. Edges of Solid-Wood (Lumber) Members: 1/16 inch (1.5 mm) unless otherwise indicated.

2.5 SHOP PRIMING

- A. Preparations for Finishing: Comply with the Architectural Woodwork Standards for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing interior architectural woodwork, as applicable to each unit of work.
- B. Interior Architectural Woodwork for Opaque Finish: Shop prime with one coat of wood primer as specified in Section 099123 "Interior Painting."
 - 1. Backpriming: Apply one coat of primer, compatible with finish coats, to concealed surfaces of woodwork.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition interior architectural woodwork to humidity conditions in installation areas for not less than 72 hours prior to beginning of installation.
- B. Before installing interior architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming of concealed surfaces.

3.2 INSTALLATION

- A. Grade: Install interior architectural woodwork to comply with same grade as item to be installed.
- B. Assemble interior architectural woodwork and complete fabrication at Project site to the extent that it was not completed during shop fabrication.
- C. Install interior architectural woodwork level, plumb, true in line, and without distortion.
 - 1. Shim as required with concealed shims.
 - 2. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
- D. Scribe and cut interior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Fire-Retardant-Treated Wood: Install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
- F. Anchor interior architectural woodwork to anchors or blocking built in or directly attached to substrates.
 - 1. Secure with countersunk, concealed fasteners and blind nailing.
 - 2. Use fine finishing nails **[or finishing screws]** for exposed fastening, countersunk and filled flush with interior architectural woodwork.
 - 3. For shop-finished items, use filler matching finish of items being installed.
- G. Standing and Running Trim:
 - 1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible.
 - 2. Do not use pieces less than **[36 inches (900 mm)] [60 inches (1500 mm)] [96 inches (2400 mm)]** long, except where shorter single-length pieces are necessary.
 - 3. Scarf running joints and stagger in adjacent and related members.
 - 4. Fill gaps, if any, between top of base and wall with **[plastic wood filler; sand smooth; and finish same as wood base if finished] [latex sealant, painted to match wall]**.
 - 5. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches (3 mm in 2400 mm).

END OF SECTION 064023

SECTION 075713 COATED FOAMED ROOFING

GENERAL

1.01. GENERAL REQUIREMENTS

- A. The General Conditions, Supplementary Conditions, Instructions to Bidders, and Division 01- General Requirements shall be read in conjunction with and govern this section.
- B. Read this Specification as a whole by all parties concerned. Each Section may contain more or less than the complete Work of any trade. The Contractor is solely responsible to make clear to the installing Subcontractor the extent of their Work.

1.02. SUMMARY

- A. This Section includes requirements for supplying labor, materials, tools, and equipment to complete the Work as shown on the Drawings Architectural Division as specified herein including, but not limited to, the following:
 - 1. Spray Polyurethane Foam Primer
 - 2. Spray Polyurethane Foam
 - 3. Sealant
 - 4. Roof Coating

1.03. ALTERNATES

- A. Submit requests for alternates in accordance with Section 016000
- B. Materials not considered acceptable substitutions:
 - 1. Roof coatings such as acrylic, cementitious, ceramic filled or asphalt modified, urethanes, and Kraton based rubber materials.
- C. Materials must meet the following criteria:
 - 1. Spray polyurethane foam; select from the following:
 - a. Densities equal to 2.5 nominal density in accordance with ASTM D1622
 - 2. Roof coatings:
 - a. Roof coating as a standalone assembly, and independent of existing roof membranes, must pass ASTM D7281 – Standard Test Method for Determining Water Migration Resistance Through Roof Membranes. Test reports indicating testing of roof coating applied over a roof membrane are not considered acceptable substitutions.
 - b. NSF certified in accordance with Protocol P151: Health Effects from Rainwater Catchment System Components.
- D. Alternate submission format to include:
 - 1. Online certification listings:
 - a. NSF
 - 2. Evidence that alternate materials meet or exceed performance characteristics of product requirements and documentation from an approved independent testing laboratory certifying that the performance of the system including auxiliary components exceed the requirements of the local building code.
 - 3. Product Data:
 - a. Spray Foam and Roof Coating Manufacturer's guide specification.

- b. Spray Foam and Roof Coating Manufacturer's complete set of technical data sheets for assembly.
 - c. Energy Star listing.
 - 4. Certificates:
 - a. Independent testing laboratory certification indicating roof coating meets ASTM D7281 as described in Section 1.04.C.
 - b. NSF certified in accordance with Protocol P151: Health Effects from Rainwater Catchment System Components.
 - c. Product certification that the assembly components are supplied and warranted by single source Spray Foam and Roof Coating Manufacturer.
 - d. Statement that installing Subcontractor is authorized by Spray Foam and Roof Coating Manufacturer to complete Work as specified.
 - 5. Warranty:
 - a. Complete set of warranty verification documents as required by the Spray Foam and Roof Coating Manufacturer.
 - 6. References clearly indicating that the Spray Foam and Roof Coating Manufacturer have successfully completed projects of similar scope and nature on an annual basis for a minimum of ten (10) years.
- E. Submit requests for alternates to this specification a minimum of ten (10) working days prior to bid date. Include a list of twenty-five (25) projects executed over the past five (5) years.
- F. Acceptable alternates will be confirmed by addendum. Substitute materials not approved in writing prior to tender closing shall not be permitted for use on this project.

1.04. REFERENCES

- A. American Society for Testing and Materials (ASTM):
 1. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 2. ASTM C794: Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
 3. ASTM C1549: Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
 4. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
 5. ASTM D1623 Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics.
 6. ASTM D2126 Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging.
 7. ASTM D2240 Standard Test Method for Rubber Property-Durometer Hardness.
 8. ASTM D2369 Standard Test Method for Volatile Content of Coatings.
 9. ASTM D471: Water Absorption
 10. ASTM D4799 Standard Practice for Accelerated Weathering Test Conditions and Procedures for Bituminous Materials (Fluorescent, UV, Water Spray, and Condensation Method).
 11. ASTM D6694: Specification for Liquid Applied Silicone Coating Used in Spray Polyurethane Foam Roof Systems.
 12. ASTM D7281 – Standard Test Method for Determining Water Migration Resistance Through Roof Membranes
 13. ASTM E108 Standard Test Methods for Fire Tests of Roof Coverings.
 14. ASTM E2178 Standard Test Method for Air Permeance of Building Materials.
 15. ASTM E96: Water Vapor Transmission of Materials
 16. ASTM E1980: Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces Miami-Dade County Product Control NOA (Notice of Acceptance)

- B. National Sanitation Foundation (NSF):
 - 1. Protocol P151 Health Effects from Rainwater Catchment System Components
- C. US Green Building Council (USGBC), Leadership in Energy and Environmental Design (LEED)

1.05. ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation meetings:
 - 1. When required, and with prior notice, a Spray Foam and Roof Coating Manufacturer representative will meet with the necessary parties at the jobsite to review and discuss project conditions as it relates to the integrity of the assembly.

1.06. SUBMITTALS

- A. Provide the following requested information in accordance with Section 013300 Submittal Procedures.
- B. Action Submittals:
 - 1. Product Data:
 - a. Spray Foam and Roof Coating Manufacturer's guide specification.
 - b. Spray Foam and Roof Coating Manufacturer's complete set of technical data sheets.
 - c. Spray Foam and Roof Coating Manufacturer's complete set of guide detail drawings.
 - d. Energy Star listing.
 - 2. Certificates:
 - a. Product certification that the assembly components are supplied and warranted by single source Spray Foam and Roof Coating Manufacturer.
 - b. Statement that installing Subcontractor is authorized by Spray Foam and Roof Coating Manufacturer to complete Work as specified.
 - c. Statement that installing Subcontractor is Spray Polyurethane Foam Alliance (SPFA) qualified applicator.
 - 3. Warranty:
 - a. Complete set of warranty verification documents as required by the Spray Foam and Roof Coating Manufacturer.

1.07. QUALITY ASSURANCE

- A. Single Source Responsibility:
 - 1. Obtain spray polyurethane foam and roof coating and auxiliary materials including primers, primary roof coating, fabric reinforcement, sealants, and adhesives from a single Spray Foam and Roof Coating Manufacturer regularly engaged in the manufacturing and supply of the specified products.
 - 2. Installing Subcontractor to verify product compliance with federal, state, and local regulations controlling use of Volatile Organic Compounds (VOC).
- B. Manufacturer Qualifications:
 - 1. Spray Foam and Roof Coating Manufacturer shall demonstrate qualifications to supply materials of this section by certifying the following:
 - a. Spray Foam and Roof Coating Manufacturer must not issue warranties for terms longer than they have been manufacturing and supplying specified products for similar scope of Work.
- C. Installer Qualifications:
 - 1. Only authorized Subcontractor(s) shall install the spray polyurethane foam and roof coating.

2. Perform Work in accordance with the Spray Foam and Roof Coating Manufacturer's published literature and as specified in this section.
3. Maintain one (1) copy of the Spray Foam and Roof Coating Manufacturer's instructions on site.
4. Allow the Spray Foam and Roof Coating Manufacturer representative site access during installation.
5. Contact the Spray Foam and Roof Coating Manufacturer two weeks prior to scheduling a meeting.

1.08. DELIVERY, STORAGE, AND HANDLING

- A. Delivery of Materials:
 1. Deliver materials to the jobsite in undamaged and clearly marked containers indicating the name of the Spray Foam and Roof Coating Manufacturer and product.
- B. Storage of Materials:
 1. Store materials as recommended by the Spray Foam and Roof Coating Manufacturer and conforming to applicable safety regulatory agencies. Refer to all applicable data including, but not limited to, MSDS sheets, Product Data sheets, product labels, and specific instructions for personal protection.
 2. Keep solvents away from open flame or excessive heat.
 3. Spray polyurethane foam and roof coating should be stored in closed containers.
 4. Refer to Spray Foam and Roof Coating Manufacturer's published literature.
- C. Handling:
 1. Provide adequate ventilation for protection from hazardous fumes.
 2. Protect areas not included in scope of work from overspray.
 3. Refer to Spray Foam and Roof Coating Manufacturer's published literature.
 4. Verify material onsite is applied within allowable shelf life.

1.9. SITE CONDITIONS

- A. Environmental Requirements:
 1. Do not perform Work during rain or inclement weather.
 2. Do not perform Work on frost covered or wet surfaces.
- B. Protection:
 1. It is the responsibility of the installing Subcontractor to protect all surfaces not included in scope of Work from damage.
 2. Secure protective coverings against wind and vent area if used in conjunction with applications preventing collection and moisture.
 3. Post signs noting potential overspray hazard within 400ft (122 M) of applications.
 4. Turn off air-intake ventilation equipment to prevent fumes from entering building.
 5. Post no smoking signs as mandated by local fire ordinances.
- C. Complete preparation Work prior to installing roof coating and spray polyurethane foam.
- D. Ground all electrical equipment during operations.

1.10. WARRANTY

- A. Warranty Submittals to Spray Foam and Roof Coating Manufacturer:
 1. Contact Henry sales representative for a complete list of required documents and procedures prior to material purchase. Warranties submitted without required documents and procedures completed may result in delay or rejection of warranty request.

- B. Warranty Terms:
 - 1. Installing Contractor:
 - a. Installing Subcontractor must warranty the installation; provide material and labor costs for repair in the event of a leak as a result of faulty workmanship for a period of two (2) years from the date of installation completion.
 - 2. Manufacturer's Single Source Warranty; choose from the following:
 - a. Manufacturer's Single Source Material Plus Warranty:
 - 1. Installing Subcontractor must be a Material Plus Authorized Subcontractor.
 - 2. Manufacturer must warranty the products; provide material and labor costs for repair for a period of 10 years from the date of installation completion as a result of any of the following:
 - a. Manufacturing product defect
 - b. Manufacturer's Single Source Gold Seal Warranty:
 - 1. Installing Subcontractor must be a Gold Seal Authorized Subcontractor.
 - 2. Manufacturer must warranty the products and installation; provide material and labor costs for repair for a period of 10 years from the date of installation completion as a result of any of the following:
 - a. Manufacturing product defect
 - b. Faulty workmanship

PART 2 - PRODUCTS

2.01. MANUFACTURERS

- A. Obtain waterproofing and auxiliary materials as a single-source from the Spray Foam and Roof Coating Manufacturer to ensure total system compatibility and integrity.
- B. Acceptable Manufacturers:
 - 1. Henry Company
999 N. Sepulveda Blvd. Suite 800
El Segundo, CA 90245
(800) 486-1278
www.henry.com
- C. Alternate Manufacturers approvals per 016000

2.02. MATERIALS

- A. Spray polyurethane foam and roof coating assembly minimum requirements (Basis of Design):
 - 1. Spray polyurethane foam:
 - 1. Thermal Resistance Value (R-value): Minimum project specific
 - 2. Nominal Density: Minimum project specific
 - 2. Primary roof coating:
 - a. Energy Performance:
 - 1. Initial Solar Reflectance (ASTM C1549): 88%
 - 2. Solar Reflective Index (SRI): 111
 - 3. ENERGY STAR: Certified
 - b. NSF certified:
 - 1. Protocol P151: Health Effects from Rainwater Catchment System Components
- B. Primary Products:
 - 1. Spray Polyurethane Foam; select from the following:

- a. Two (2) component spray polyurethane foam; roof system, having the following properties:
 1. Basis of design: Permax[®] 2.5
 2. Nominal Density (ASTM D1622): 2.5lbs/ft³
 3. Compressive Strength (ASTM 1621): 40-45 psi
 4. Closed Cell Content: 90% minimum
 5. Aged Thermal Performance:
 - a. K Factor (ASTM C518): 0.153
 6. Tensile Strength (ASTM D1623): 55 psi
2. Primary Roof Coating:
 - a. Solvent free one-component moisture curing silicone rubber roof coating, having the following properties:
 1. Basis of design: Pro-Grade[®] 988 Silicone Roof Coating
 2. Color: Bright White
 3. Standard Test Method for Determining Water Migration Resistance Through Roof Membranes(ASTM D7281): Pass (>= 22 dry mils)
 4. Solids Content:
 - a. By volume (ASTM D2697): 92 +/-3%
 5. Flash Point (ASTM D93): 140.9 degrees F (60.5 degrees C)
 6. Tack-Free Time at 75 degrees F (24 degrees C): Approximately 1-2 hours
 7. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 10g/l max.
 8. Durometer Hardness, Shore A (ASTM D2240): 42 Shore A
 9. Tensile Strength, die C (ASTM D412): 320psi
 10. Elongation (ASTM D412): 170%
 11. Permeability (ASTM E96): 4.6 perms
 12. Initial Solar Reflectance (ASTM C1549): White roof coating: .88
 13. Solar Reflective Index (SRI): 111
 14. QUV, 5,000 hours (ASTM G154): No degradation
 15. Water Absorption (ASTM D471): 0.0005%
3. Base Coat:
 - a. Solvent free one-component moisture curing silicone rubber roof coating; having the following properties:
 1. Basis of design: Pro-Grade[®] 988 Silicone Roof Coating
 2. Color: Bright White, Tan or Gray
 3. Standard Test Method for Determining Water Migration Resistance Through Roof Membranes(ASTM D7281): Pass (>= 22 dry mils)
 4. Solids Content:
 - a. By volume (ASTM D2697): 92 +/-3%
 5. Flash Point (ASTM D93): 140.9 degrees F (60.5 degrees C)
 6. Tack-Free Time at 75 degrees F (24 degrees C): Approximately 1-2 hours
 7. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 10g/l max.
 8. Durometer Hardness, Shore A (ASTM D2240): 42 Shore A
 9. Tensile Strength, die C (ASTM D412): 320psi
 10. Elongation (ASTM D412): 170%
 11. Permeability (ASTM E96): 4.6 perms
 12. Initial Solar Reflectance (ASTM C1549): White roof coating: .88
 13. Solar Reflective Index (SRI): 111
 14. QUV, 5,000 hours (ASTM G154): No degradation
 15. Water Absorption (ASTM D471): 0.0005%

- C. Assembly Auxiliary Materials:
 1. Spray Polyurethane Foam Primer:

- a. Acrylic based primer; having the following properties:
 - 1. Basis of design: Acryprime - Substrate
 - 2. Color: Dark Gray
- b. Acrylic based primer with a deep black color designed to raise the solar gain on the substrate for quicker drying, having the following properties:
 - 1. Basis of design: Acryprime Substrate SG
 - 2. Color: Black
- 2. Sealants:
 - a. Butter grade, one-part moisture cure sealant consisting of silicone rubber; having the following properties:
 - 1. Basis of design: Pro-Grade[®]923 Butter Grade Silicone Roof Sealer
 - 2. Colors: White
 - 3. Solids Content by Volume (ASTM D2697-3): 95%
 - 4. Tensile Strength, die C (ASTM D412): 130 psi
 - 5. Elongation (ASTM D412): 275%
 - 6. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 25g/l max
 - b. Standard grade, one- part moisture cure sealant consisting of silicone rubber; having the following properties:
 - 1. Basis of design: Pro-Grade[®] 920 Silicone Roof Sealant
 - 2. Colors: Bright White or Grey
 - 3. Solids Content by Volume (ASTM D2697-3): 95%
 - 4. Tack free time: Approximately 1-2 hours
 - 5. Cure time (ASTM C920): 7 days
 - 6. Tensile Strength, die C (ASTM D412): 200 psi
 - 7. Elongation (ASTM D412): 300%
 - 8. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 25g/l max
 - c. Fibered grade, one-part moisture cure sealant consisting of silicone rubber; having the following properties:
 - 1. Basis of design: Pro-Grade[®] 957 Silicone Fibered Roof Sealer
 - 2. Colors: White
 - 3. Solids Content by Volume (ASTM D2697-3): 95%
 - 4. Tack Free Time: Approximately 1-3 hours
 - 5. Cure time (ASTM C920):24-48 hours
 - 6. Tensile Strength, die C (ASTM D412): 110 psi
 - 7. Elongation (ASTM D412): 75%
 - 8. Volatile Organic Content (VOC) (ASTM D3960/EPA Method 24): 25g/l max
- 3. Roof Granules:
 - a. Ceramic coated roof granules, and having the following properties:
 - 1. Basis of design: Permax Roof Granules
 - 2. Color: White
 - 3. Sieve Size: varies; refer to Spray Foam and Roof Coating Manufacturer published literature
- D. Additional Materials:
 - 1. Cleaner:
 - a. Refer to Section 3.02. D. Surface Cleaning
 - 2. Edge Metal Primer:
 - a. Contact Spray Foam and Roof Coating Manufacturer for a complete list of recommended products.

PART 3 - EXECUTION

3.01. EXAMINATION

- A. Verify metal gauge thickness is in accordance with Roof Coating Manufacturer warranty requirements. See Section 1.11 Warranty.
- B. It is the installing Subcontractor's responsibility to verify the substrate is dry and in accordance with Section 1.03 Related Requirements prior to installation of spray foam and roof coating. Commencement of the Work or any parts thereof, indicates installer acceptance of the substrate.
 - 1. Do not install roof coating over saturated insulation.
Do not install spray polyurethane foam and roof coating over saturated substrates.
- C. The installing Subcontractor must verify the following:
 - 1. Moisture detection survey:
 - a. Visual inspection
- D. Adhesion Test:
 - 1. Not required.
- E. Verify existing substrate and assembly flashings are dry, leak-free, and in accordance with Spray Foam and Roof Coating Manufacturer's published literature.
 - 1. Contact Spray Foam and Roof Coating Manufacturer prior to spray polyurethane foam and coating installation where substrates are irreparable and require cover board.
- F. Verify skylights, scuppers, gutters, penetrations, and structures located within area of Work are firmly secured and in good working condition prior to installation. Clean, repair, or replace to correct substrate deficiencies as required in accordance with Metal Roofing Manufacturer's published literature to obtain a continuous and secure substrate in accordance with Spray Foam and Roof Coating Manufacturer's published literature prior to installation of spray polyurethane foam and roof coating.
- G. Existing assembly must be continuous and secured prior to application of spray polyurethane foam and roof coating.
- H. Verify fastener integrity and retighten or replace as required to obtain secure fastener placement in accordance with Metal Roofing Manufacturer published literature. Stitch-fasten deflected metal panels together to ensure a continuous substrate eliminating gaps. Fasteners requiring replacement must use larger diameter fasteners than existing.
- I. Verify metal seams are tight and flush. Detail metal seams in accordance with Roof Coating Manufacturer published literature. Refer to section 3.03G Detailing/Flashing.
- J. Do not apply spray polyurethane foam and roof coating until substrate and environmental conditions are in accordance with Spray Foam and Roof Coating Manufacturer's published literature.
- K. Previously coated areas:
 - 1. Contact Roof Coating Manufacturer's technical support or local sales representative for previously coated examination procedures.

3.02. PREPARATION

- A. Surfaces must be sound, dry, clean, and free of oil, grease, dirt, excess mortar, frost, laitance, loose and flaking particles, or other contaminants.

- B. Existing metal roof, insulation, and all substrates must be dry and in accordance with Spray Foam and Roof Coating Manufacturer's published literature prior to installation of roof coating.
- C. Surface Cleaning:
 - 1. Confirm local ordinances and jurisdiction restrictions prior to selecting from the following cleaning methods.
 - 2. Clean and prepare existing metal roofing taking caution not to inject water into roofing substrate.
 - 3. Acceptable Methods of Cleaning
 - a. Ferrous Metal:
 - 1. Sandblast iron and steel surfaces that are not primed, shop painted, or otherwise protected in accordance with SSPC SP-6, "commercial Blast Cleaning" and the SPFA surface preparation guidelines.
 - b. Non Ferrous Metal:
 - 1. Pressure washer with greater than 2000psi.
 - 2. Air lance with greater than 2000psi.
 - 3. Etching detergent in conjunction with sprayer:
 - a. Allow etching detergent to stand for 5 minutes. Lightly scrub with stiff bristle broom and remove with power washer using 3 to 4ft (0.91 to 1.2m) arc pattern. Recommended equipment:
 - 1. Hudson type agricultural sprayer with greater than 2000psi
 - 2. Conventional pressure sprayer with greater than 2000psi
 - 3. Airless sprayer with greater than 2000psi
 - c. Algae, mildew, or fungus:
 - 1. Treat with a tri-sodium phosphate (TSP) or equivalent non-filming detergent and water solution.
 - 2. Clear water rinse until all cleaning residue is removed.
 - d. All substrate areas must be completely dry prior to primer or coating application.
 - e. Refer to Spray Foam and Roof Coating Manufacturer's published literature.
- D. All areas must promote positive drainage.
 - 1. Contact Spray Foam and Roof Coating Manufacturer's technical support or local sales representative for ponding area repair procedures.
- E. Repair, removal, and replacement of existing metal roofing:
 - 1. Replace metal panels compromising structural integrity including damaged, weakened, or corroded panels, fascia, gutters, vents, ridge caps, and flashings. Contact Metal Roofing Manufacturer for repair, removal, and replacement of compromised material.
 - 2. Remove rust with wire brush, sandblast, or mechanically abrade until substrate is smooth and rust free.
 - 3. Remove old and damaged mastic repairs at laps, seams, and fasteners.
- F. Fluted Decks:
 - 1. Fill fluted metal decks with spray polyurethane foam to eliminate voids prior to field application of spray polyurethane foam.
- G. Edge Metal:
 - 1. Fabricate and install twenty-four (24) gauge metal foam stop where required in accordance with Spray Foam and Roof Coating Manufacturer's published literature.
 - 2. Etch and prime surfaces as recommended by Spray Foam and Roof Coating Manufacturer prior to installation of spray polyurethane foam and roof coating.

3.03. INSTALLATION

- A. Verify substrate is ready to receive the spray polyurethane foam and roof coating in accordance with Spray Foam and Roof Coating Manufacturer's TDS and guide specification.
- B. Roof coating may settle during storage. Mix roof coating prior to use with drill and mixer blade until consistent viscosity is achieved.
- C. Environmental Conditions:
 - 1. Do not apply primers, spray polyurethane foam, or roof coating when inclement weather conditions are predicted during the application and curing period.
 - 2. Temperature Limitations:
 - a. Spray polyurethane foam:
 - 1. Substrate temperature must be above 45 degrees F (7 degrees C) and rising and 6 degrees F (3 degrees C) above dew point temperature and rising.
 - b. Roof Coating:
 - 1. Substrate temperature must be above 35 degrees F (2 degrees C) and rising and at least 6 degrees F (3 degrees C) above the dew point temperature and rising.
 - 3. Wind:
 - a. Wind velocity shall not exceed 12-15 miles per hour.
- D. Limit spray polyurethane foam installation to areas where foam is coated by end of day in accordance with Spray Foam and Roof Coating Manufacturer published literature.
- E. Detailing/Flashing:
 - 1. Complete detailing and flashings prior spray polyurethane foam and roof coating installation.
 - 2. Install detailing and flashings per Spray Foam and Roof Coating Manufacturer's published literature.
 - 3. Lap, seal, and fasten all joints in accordance with Metal Roofing Manufacturer, SPFA, and NRCA guidelines.
 - 4. Refer to Spray Foam and Roof Coating Manufacturer's detail drawings for installation procedures including, but not limited to, the following:
 - a. Equipment platform
 - b. Expansion joints
 - c. Parapets
 - d. Penetrations
 - e. Perimeter edge
 - f. Roof curbs
 - g. Roof drains
 - h. Skylights
 - i. Thru-Wall Scuppers
- F. Application of Spray Polyurethane Foam:
 - 1. Prime substrate in accordance with Spray Foam and Roof Coating Manufacturer published literature.
 - 2. Apply spray polyurethane foam in accordance with SPFA and NRCA guidelines.
 - 3. Apply spray polyurethane foam to promote positive drainage and at a minimum overall slope to comply with local ordinances.
 - a. Slope at edge metal, roof drains, and scuppers:
 - 1. Taper spray polyurethane foam at minimum 1/4 inch per foot (1:48) slope and a distance of up to three (3) feet from edge or drain outlet.
 - 4. Lift thickness:
 - a. Install spray polyurethane foam in accordance with SPFA guidelines
 - b. Apply spray polyurethane foam to promote positive drainage.
 - c. Field of roof:

1. Smooth surfaces:
 - a. Minimum one (1) inch thick
- d. Refer to Spray Foam and Roof Coating Manufacturer published literature.
5. Surface Finish:
 - a. Acceptable textures: Orange peel, coarse orange peel, verge of popcorn.
 - b. Unacceptable textures: Popcorn and tree bark.

G. Roof Marking:

1. Mark desired area in accordance with published literature to apply the appropriate amount of roof coating per square. Re-measure prior to installation of second coat to ensure proper millage requirements.
2. Contact Spray Foam and Roof Coating Manufacturer for roof marking instructions.
 - a. Coverage rates are theoretical and do not take into account for material loss due to spraying, surface texture, waste, etc.
 - b. Install a test patch to determine how much coating per square is required over asphaltic textured surfaces.
 - c. Adjust application rates based on test patch results in order to meet specified requirements.

H. Application of Roof Coating:

1. Application rates apply to both Material Plus and Gold Seal Warranties.
2. Refer to Roof Coating Manufacturer warranty chart for coverage rate options.

3.04. FIELD QUALITY CONTROL

- A. Limit traffic on roof coated surfaces for a minimum of two (2) days. Damage to surface by other trades shall not be the responsibility of the installing Subcontractor.
- B. Final Observation and Verification:
 1. Architect to complete the final inspection of spray polyurethane foam and roof coating as required by warranty.
 2. Contact Spray Foam and Roof Coating Manufacturer for warranty issuance requirements.

3.05. CLEANING

- A. As the Work proceeds, and upon completion, promptly clean up and remove from the premises all rubbish and surplus materials resulting from the foregoing Work.
- B. Clean soiled surfaces, spatters, and damage caused by Work of this Section.
- C. Check area to ensure cleanliness and remove debris, equipment, and excess material from the site.

END OF SECTION

SECTION 076200 - SHEET METAL FLASHING AND TRIM

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. Manufactured Products:

- a. Manufactured through-wall flashing and counterflashing.
- b. Manufactured reglets and counterflashing.

2. Formed Products:

- a. Formed roof drainage sheet metal fabrications.
- b. Formed low-slope roof sheet metal fabrications.
- c. Formed equipment support flashing.

B. Related Sections:

- 1. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
- 2. Division 07 Section "Asphalt Shingles" for installing sheet metal flashing and trim integral with roofing.
- 3. Division 07 Section "Built Up Roof" for installing sheet metal flashing and trim integral with membrane roofing.
- 4. Division 07 Section "Roof Specialties" for manufactured roof specialties not part of sheet metal flashing and trim.
- 5. Division 07 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 4. Details of termination points and assemblies, including fixed points.
 - 5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
 - 6. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 - 7. Details of special conditions.
 - 8. Details of connections to adjoining work.
 - 9. Detail formed flashing and trim at a scale of not less than 3 inches per 12 inches (1:5).
- C. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Flashing: 12 inches (300 mm) long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches (300 mm) long and in required profile. Include fasteners and other exposed accessories.
 - 3. Accessories and Miscellaneous Materials: Full-size Sample.
 - 4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.
- D. Qualification Data: For qualified fabricator.
- E. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- F. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

- C. Preinstallation Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Review special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect sheet metal flashing.
 - 5. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.
 - 3. Workmanship and Watertight Warranty:
 - a. Warranty Period: Two years, for all sheet metal work.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
 - 1. Non-Patinated, Exposed, Lacquered Finish: Finish designations for copper alloys comply with the system defined in NAAMM's "Metal Finishes Manual for Architectural and Metal Products."
 - a. Brushed Satin (Lacquered): M32-06x (Mechanical Finish: directionally textured, medium satin; with clear organic coating); coating of "Incralac," [waterborne,]

[solvent-borne,] methyl methacrylate copolymer lacquer with UV inhibitor, applied by air spray in two coats per manufacturer's written instructions to a total thickness of 1 mil (0.025 mm).

- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. Exposed Coil-Coated Finishes:
 - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: As selected by Architect from manufacturer's full range.
 - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

2.2 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
 - 1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C).
 - 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C).
 - 3. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle Coatings & Waterproofing Inc.; CCW WIP 300HT.
 - b. Grace Construction Products, a unit of W. R. Grace & Co.; Ultra.
 - c. Owens Corning; WeatherLock Metal High Temperature Underlayment.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

- c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
- 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. 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 (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.

- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- H. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- I. Do not use graphite pencils to mark metal surfaces.

2.5 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
 - 1. Gutter Style: SMACNA Style: 1-20B. (As indicated on Drawings.)
 - 2. Expansion Joints: Lap type.
 - 3. Accessories: Continuous removable leaf screen with sheet metal frame and hardware cloth screen.
 - 4. Gutters with Girth up to 15 Inches (380 mm): Fabricate from the following materials:
 - a. Aluminum: 0.032 inch (0.56 mm) thick.
 - b. Color: As selected from manufacturer's full range.
- B. Downspouts: Fabricate round downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Fabricated Hanger Style: SMACNA figure designation 1-35J.
 - 2. Fabricate from the following materials:
 - a. Aluminum: 0.024 inch (0.56 mm).
 - b. Color: As selected from manufacturer's full range.
- C. Parapet Scuppers: Fabricate scuppers of dimensions required with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending 4 inches (100 mm) beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scupper. Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch (0.81 mm) thick.
- D. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape indicated complete with outlet tubes, exterior flange trim, and built-in overflows. Fabricate from the following materials:
 - 1. Galvanized Steel: [0.028 inch (0.71 mm)] <Insert thickness> thick.
- E. Splash Pans: Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch (1.02 mm) thick.

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof-Edge Flashing (Gravel Stop) and Fascia Cap: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch- (150-mm-) wide, joint cover plates.
 - 1. Joint Style: Lap, 4 inches (100 mm) wide.
 - 2. Fabricate from the following materials:
 - a. Aluminum: 0.050 inch (1.27 mm) thick.
- B. Roof and Roof to Wall Transition, Roof to Roof Edge Flashing (Gravel Stop) Transition, Roof to Roof Edge Flashing (Gravel Stop) and Fascia Cap Transition Expansion-Joint Cover: Fabricate from the following materials:
 - 1. Aluminum: 0.050 inch (1.27 mm) thick.
- C. Base Flashing: Fabricate from the following materials:
 - 1. Copper: 20 oz./sq. ft. (0.68 mm thick).
- D. Counterflashing: Fabricate from the following materials:
 - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- E. Flashing Receivers: Fabricate from the following materials:
 - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- F. Roof-Penetration Flashing: Fabricate from the following materials:
 - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- G. Roof-Drain Flashing: Fabricate from the following materials:
 - 1. Copper: 12 oz./sq. ft. (0.41 mm thick).

2.7 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch (0.81 mm) thick.
- B. Valley Flashing: Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch (0.71 mm) thick.
- C. Drip Edges: Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.
- D. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.
- E. Counterflashing: Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.
- F. Flashing Receivers: Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.

- G. Roof-Penetration Flashing: Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch (0.71 mm) thick.

2.8 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long, sections, under copings, at shelf angles, and where indicated. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches (150 mm) beyond each side of wall openings. Form with 2-inch- (50-mm-) high, end dams where flashing is discontinuous. Fabricate from the following materials:
 - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).
- B. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches (100 mm) beyond wall openings. Form head and sill flashing with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.
- C. Wall Expansion-Joint Cover: Fabricate from the following materials:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch (0.71 mm) thick.

2.9 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Copper: 16 oz./sq. ft. (0.55 mm thick).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. General: Install underlayment as indicated on Drawings.
- B. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.

3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 5. Install sealant tape where indicated.
 - 6. Torch cutting of sheet metal flashing and trim is not permitted.
 - 7. Do not use graphite pencils to mark metal surfaces.

- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
 - 1. Coat back side of uncoated aluminum sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.

- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.

- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws or metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance (refer to drawings for locations).

- E. Seal joints as shown and as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 - 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."

- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 1. Do not solder metallic-coated steel and aluminum sheet.
 - 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 - 3. Copper Soldering: Tin edges of uncoated copper sheets using solder for copper.
- G. Rivets: Rivet joints in uncoated aluminum where indicated and where necessary for strength.

3.4 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints.
 - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.
 - 2. Connect downspouts to underground drainage system indicated.
- C. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in asphalt roofing cement compatible with roofing membrane.
- D. Parapet Scuppers: Install scuppers where indicated through parapet. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
 - 1. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.
 - 2. Loosely lock front edge of scupper with conductor head.
 - 3. Seal with elastomeric sealant exterior wall scupper flanges into back of conductor head.
- E. Conductor Heads: Anchor securely to wall with elevation of conductor head rim 1 inch (25 mm) below scupper discharge.
- F. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at [staggered 3-inch (75-mm)] <Insert spacing> centers.

- C. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
 - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 24-inch (600-mm) centers.
 - 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch (600-mm) centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with sealant. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.6 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Division 04 Section "Unit Masonry."
- C. Reglets: Installation of reglets is specified in Division 04 Section "Unit Masonry."
- D. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches (100 mm) beyond wall openings.

3.7 MISCELLANEOUS FLASHING INSTALLATION

- A. Overhead-Piping Safety Pans: Suspend pans independent from structure above as indicated on Drawings. Pipe and install drain line to plumbing waste or drainage system.
- B. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.8 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.9 CLEANING AND PROTECTION

- A. Clean and neutralize flux materials. Clean off excess solder.

- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

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. Silicone joint sealants.
2. Urethane joint sealants.
3. Polysulfide joint sealants.
4. Latex joint sealants.
5. Solvent-release-curing joint sealants.
6. Preformed joint sealants.
7. Acoustical joint sealants.

B. Related Sections:

1. Division 04 Section "Unit Masonry" for masonry control and expansion joint fillers and gaskets.
2. Division 08 Section "Glazing" for glazing sealants.
3. Division 09 Section "Gypsum Board" for sealing perimeter joints.
4. Division 09 Section "Tiling" for sealing tile joints.
5. Division 09 Section "Acoustical Panel Ceilings" for sealing edge moldings at perimeters with acoustical sealant.

1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Use manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
3. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
4. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:
 - a. Each kind of sealant and joint substrate indicated.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. LEED Submittal:
 1. Product Data for Credit EQ 4.1: For sealants and sealant primers used inside the weatherproofing system, including printed statement of VOC content.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- E. 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.
- F. Qualification Data: For qualified Installer.
- G. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- I. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- J. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- K. Field-Adhesion Test Reports: For each sealant application tested.
- L. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
- D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 PROJECT 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 or are below 40 deg F (5 deg C).
 - 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: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: 2 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 structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from natural 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 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. 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, available products that may be incorporated into the Work include, but are not limited to, 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-C990.
 - f. Tremco Incorporated; Spectrem 1.

- B. 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, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF Building Systems; Omniplus.
 - b. Dow Corning Corporation; 786 Mildew Resistant.
 - c. GE Advanced Materials - Silicones; Sanitary SCS1700.
 - d. May National Associates, Inc.; Bondaflex Sil 100 WF.
 - e. Tremco Incorporated; Tremsil 200 Sanitary.

2.3 URETHANE JOINT SEALANTS

- A. Multicomponent, Nonsag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use NT.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF Building Systems; Sonolastic NP 2.
 - b. Bostik, Inc.; Chem-Calk 500.
 - c. Pacific Polymers International, Inc.; Elasto-Thane 227 High Shore Type II.
 - d. Pecora Corporation; Dynatred.
 - e. Sika Corporation, Construction Products Division; Sikaflex - 2c NS.
 - f. Tremco Incorporated; Vulkem 227.

2.4 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF Building Systems; Sonolac.
 - b. Bostik, Inc.; Chem-Calk 600.
 - c. Pecora Corporation; AC-20+.
 - d. Schnee-Morehead, Inc.; SM 8200.

- e. Tremco Incorporated; Tremflex 834.

2.5 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pecora Corporation; AC-20 FTR.
 - b. USG Corporation; SHEETROCK Acoustical Sealant.

2.6 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. 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.

2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 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 joint-sealant performance.

- 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.
 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
- G. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
 2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch (10 mm). Hold edge of sealant bead 1/4 inch (6 mm) inside masking tape.
 3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
 4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.
- H. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, 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 recommendations.
- 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 and remove 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 vertical surfaces and horizontal nontraffic surfaces JS-#1.
 - 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Joints between plant-precast architectural concrete units.
 - c. Control and expansion joints in unit masonry.
 - d. Joints in exterior insulation and finish systems.
 - e. Joints between metal panels.
 - f. Joints between different materials listed above.
 - g. Perimeter joints between materials listed above and frames of doors and windows.
 - h. Control and expansion joints in ceilings and other overhead surfaces.
 - 2. Urethane Joint Sealant: Multicomponent, nonsag,, Class 25.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces JS-#2.
 - 1. Joint Locations:
 - a. Control and expansion joints in tile flooring.
 - 2. Silicone Joint Sealant: Single component, nonsag, neutral curing.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces JS-#3.
 - 1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints of exterior openings where indicated.
 - c. Tile control and expansion joints.
 - d. Vertical joints on exposed surfaces of interior unit masonry walls.
 - e. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
 - f. Other joints as indicated.
 - 2. Joint Sealant: Latex.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces JS-#4.

1. Joint Sealant Location:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Tile control and expansion joints where indicated.
 2. Joint Sealant: Mildew resistant, single component, acid-curing, Silicone.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces JS-#5.
1. Joint Location:
 - a. Acoustical joints where indicated.
 2. Joint Sealant: Acoustical.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

END OF SECTION 079200

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. This Section includes the following:
 - 1. Interior gypsum board.
- B. Related Sections include the following:
 - 1. Division 06 Section "Rough Carpentry" for wood framing and furring that supports gypsum board.
 - 2. Division 09 Section "Tiling" for cementitious backer units installed as substrates for ceramic tile.
 - 3. Division 09 painting Sections for primers applied to gypsum board surfaces.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

- 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.

1.5 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are 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 PANELS, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Gypsum Co.
 - b. G-P Gypsum.
 - c. National Gypsum Company.
 - d. USG Corporation.
- B. Moisture-Resistant Type (typical for all drywall, vertical applications)
UltraLight Mold Tough Drywall
 - 1. Panels as Manufactured by USG: 5/8 inch (15.9 mm).
 - 2. Long Edges: Tapered.
 - 3. Location: All walls.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc.
 - 2. Shapes:

- a. Cornerbead.
- b. Bullnose bead.
- c. LC-Bead: J-shaped; exposed long flange receives joint compound.
- d. L-Bead: L-shaped; exposed long flange receives joint compound.
- e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
- f. Expansion (control) joint.
- g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 1. Abuse-Resistant Panels: joint tape with Brown Bag Durabond® setting-type joint compound, with All Purpose Joint Compound required for final topping.
 2. Exterior Gypsum Soffit Board: Paper.
 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 1. Prefilling: At open joints or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
 5. Skim Coat: For final coat of Level 5 finish, use high-build interior coating product designed for application by airless sprayer and to be used instead of skim coat to produce Level 5 finish.
 6. Use Durabond by USG for the embedment of tape at abuse-resistant wallboard.
- D. Joint Compound for Exterior Applications:
 1. Exterior Gypsum Soffit Board: Use setting-type taping compound and setting-type, sandable topping compound.
 2. Glass-Mat Gypsum Sheathing Board: As recommended by sheathing board manufacturer.
- E. Joint Compound for Tile Backing Panels:

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. 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 (0.84 to 2.84 mm) thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: As specified in Division 07 Section "Joint Sealants."
 1. Provide sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Thermal Insulation: As specified in Division 07 Section "Thermal Insulation."
- G. Vapor Retarder: As specified in Division 07 Section "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- 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 (1.5 mm) 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. (0.7 sq. m) 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- (6.4- to 9.5-mm-) wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- 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. 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 recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- J. 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

- A. Install interior gypsum board in the following locations:
 - 1. Flexible Type: Apply in double layer at curved assemblies.
 - 2. Ceiling Type: Ceiling surfaces.
 - 3. Abuse-Resistant: All vertical locations.
- B. Single-Layer Application:
 - 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-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.

C. Multilayer Application:

1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

D. Curved Surfaces:

1. Install panels horizontally (perpendicular to supports) and unbroken, to extent possible, across curved surface plus 12-inch- (300-mm-) long straight sections at ends of curves and tangent to them.
2. For double-layer construction, fasten base layer to studs with screws 16 inches (400 mm) o.c. Center gypsum board face layer over joints in base layer, and fasten to studs with screws spaced 12 inches (300 mm) o.c.

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 at locations indicated on Drawings, and/or as indicated below:

1. Extend from head at jamb sides of all doors.
2. Extend from head and sill at jamb sides of all windows.
3. At changes in wall heights and/or ceiling heights.
4. Prior to beginning drywall work, provide Architect with a layout showing all proposed control joints, for review.

C. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners, unless otherwise indicated.
2. LC-Bead: Use at exposed panel edges.
3. L-Bead: Use where indicated.
4. U-Bead: Use at exposed panel edges.
5. Curved-Edge Cornerbead: Use at curved openings.

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 those with trim having flanges not intended for 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 2: Panels that are substrate for tile.
 - 3. Level 5: At panel surfaces that will be exposed to view, unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in other Division 09 Sections.

3.6 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 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 09310 - TILING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish all labor, materials, tools, equipment and services necessary for and reasonably incidental to complete the tile work as shown on the drawings or specified.
- B. Related documents, drawings and general provisions of contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section.
- C. Related Sections:
 - 1. Division 7, sealing expansion joints and other joints in tile work (joint sealant types, colors and manufacturers to be specified by Architect). 07920
 - 2. Division 3, Concrete. 03300

1.2 REFERENCE STANDARDS

- A. Comply with current editions and applicable Specifications of the following:
 - 1. American Society for Testing and Materials (ASTM).
 - 2. American National Standards Institute (ANSI).
 - 3. Tile Council of America (TCA) Handbook for Ceramic Tile Installation.

1.3 QUALITY ASSURANCE

- A. Provide tile materials of each type, color and finish from Crossville Porcelain Stone / USA, Crossville, Tennessee. Provide setting, grouting and related materials of each type, color and finish obtained from one source.
- B. Deliver, store and handle materials in accordance with manufacturer's instructions.
- C. Tile contractor, by commencing the work of this section, assumes overall responsibility to assure that all assemblies, components and parts shown or required within the work of this section comply with contract documents and are compatible with each other and with the conditions and expected use.
- D. Installer Qualification: Engage an installer with a minimum of five (5) commercial tile installations similar in material, design and scope to that indicated.
- E. Pre-Installation Meeting: Prior to tile installation, conduct a pre-installation project meeting. Contractor, Subcontractor, Material Suppliers, Architect and Owner representative shall be notified of the meeting.
- F. Field Mock-Up: Install a fully finished mock-up for each type tile installation. Mock-up

shall be a minimum of 10'0" x 10'0" and will be reviewed for joint quality, color range, pattern and workmanship.

- G. Extra Stock: Furnish extra stock of quantity equal to 5% of amount installed, in full-size units, for each type, color, size and finish of tile.

1.4 SUBMITTALS

- A. Verification Samples: Submit the following for each type, color, size, and finish included in the work.
 - 1. Full size tile and trim shapes, (indicate number of pieces required).
 - 2. Grout color samples.
 - 3. Sealant color samples or Prefabricated Joint/Transition Strip Samples
- B. Product and Installation Data:
 - 1. Porcelain tile manufacturer's product and technical data indicating compliance with applicable standards.
 - 2. Master Grade Certificates for each type of tile, issued by tile manufacturer and signed by the installer.
 - 3. Mortar and grout manufacturer's technical data sheets indicating suitability for the installation specified and compliance with applicable standards.
 - 4. Sealant or prefabricated joint manufacturer's product and technical data.

1.5 ENVIRONMENTAL

- A. Comply with requirements of referenced standards and recommendations of material manufacturers for environmental conditions before, during and after installation.
- B. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- C. Maintain minimum and maximum temperature limits as recommended by manufacturers.
- D. Protect adjacent surfaces during progress of the work in this section.
- E. Illuminate the work area during installation providing the same level and angle of illumination as will be available for final inspection.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Furnish tile complying with "Standard Grade" requirements per ANSI A137.1 - 1988, for types of tile indicated.

- B. Comply with ANSI Standard for Tile Installation Material and current Tile Council of America Handbook for products and materials indicated for setting and grouting.

2.2 TILE

- A. Match/Reuse Existing Tile

2.3 SETTING AND GROUTING MATERIALS:

- A. Use appropriate installation mortars according to ANSI A118-1999 series or A136.1-1999.
- B. Use grout per ANSI A118.3, A118.5, A118.6 A118.7 or A118.8-1999.
- A. Use waterproofing/Anti Fracture Membrane as required according to ANSI A118.10-1999.
- D. Refer to Section 2.2.

2.4 EXPANSION JOINTS, CONTROL, CONTRACTION, AND ISOLATION JOINTS:

- A. Refer to most current TCA Handbook, Method EJ171-02 for recommendations on locating, treating and detailing various types of construction joints. Refer to drawings for locations.
- B. Use sealant complying with ASTM C920 according to Type, Grade, Class and Uses required.
- C. Provide marble threshold trim strips, or other edging material where tile terminates at dissimilar finishes as shown or specified.

D. Prefabricated expansion joints can also be used when suitable for installation.

2.5 THRESHOLDS

- A. General: Provide thresholds that are uniform in color and finish, fabricated to sizes and profiles indicated to provide transition between tile surfaces and adjoining finished floor surfaces.
 - 1. Fabricate thresholds to heights indicated, but not more than 1/2 inch (12.7 mm) above adjoining finished floor surfaces, with transition edges beveled on a slope of no greater than 1:2.
- A. Cultured Marble Thresholds: Provide cultured marble thresholds as recommended by floor tile manufacturer.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates where tile will be installed for compliance with requirements for

installation tolerances and other conditions effecting performance of installed tile. Verify that substrates for setting tile are well cured, structurally sound dry, clean, and free from oil or waxy films, curing compounds or other coatings and surface treatments.

- B. Do not proceed with installation until unsatisfactory conditions have been corrected. Commencement of work signifies acceptance of substrate and installation conditions.

3.2 PREPARATION

- A. Substrate Preparation: Prepare and clean substrate in accordance with installation standards and manufacturer's instructions, and as follows:
 - 1. Remove protrusions, bumps and ridges by grinding or chipping.
 - 2. Repair, fill, and level cracks, holes, depressions and rough or chipped areas in substrate using patching material recommended by setting materials manufacturer.
 - 3. Concrete slab to have light broom finish when tile is installed by the thin-set method.
 - 4. Ensure that the substrate is within the following tolerances:
 - a. Horizontal surfaces (floors) - Maximum variation in substrate shall not exceed 1/4" in ten feet* from required plane, depending on substrate.
 - b. Vertical surfaces (walls) - Maximum variation in substrate shall not exceed 1/4" in ten feet* from the required plane, depending on substrate.

* When using tile larger than 12"x12" and a grout joint narrower than 1/4" is desired a more stringent tolerance(e.g.,1/8" in 10'), should be considered.
- B. Jobsite Blending: Blend tiles before installing in accordance with reference standards to produce an even range and distribution of color and finish.

3.3 INSTALLATION

- A. Manufacturers' Instructions: Perform work in compliance with standard accepted installation guidelines, Crossville Porcelain Stone/USA instructions and setting materials manufacturers' instructions.
- B. General Installation Standards: Install tile in accordance with ANSI A108 standards, appropriate TCA methods, and written instructions of the specified manufacturers.
 - 1. Thin-set Floor Installations: TCA Method F-115-05.
 - 2. Thin-set Wall Installations: TCA Method W-244-05.
- C. Installing Tile:
 - 1. Install tile in running bond pattern. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Adjust to minimize tile cutting and to avoid tile less than half size.
 - 2. When possible, smooth cut edges of tile and/or use appropriate cutter or wet

saw to produce smooth cuts. Provide straight cuts which align with adjacent materials.

3. Extend tile into recesses and under equipment and fixtures to form a complete covering without interruption.
4. Terminate tile neatly at obstructions, edges, and corners, without disruption of pattern or joint alignment.
5. Provide tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints smooth and even, without voids, cracks, or excess mortar or grout.
6. Mix mortar in strict accordance with manufacturer's recommendations.
7. Apply setting material in accordance with manufacturer's directions and install tile before mortar has started initial cure. For thin set mortar application, use a notch trowel that will achieve the recommended coverage of mortar after tiles have been installed. Reference standard coverage information and follow manufacturer's recommendations for trowel size when using mortars.
8. Do not spread more material than can be covered within 10 to 15 minutes. If "skinning" occurs, remove mortar and spread fresh material. Spread mortar with notches running in one direction that shall be perpendicular to the pressing, pushing and pulling of tile during placement.
9. Place tile in fresh mortar, press, push and pull the tile slightly to achieve as near 100% coverage and contact of tile with setting material and substrate as possible. The coverage shall be no less than 85% and be sufficiently distributed to give full support of the tile. Make sure that all corners and edges are well supported with mortar. Leave no hollow corners or edges. NOTE: 95-100% coverage is mandatory for wet or exterior areas. A skim coat ("back-butter") of mortar can be placed onto the entire back of the tile using a trowel in order to assist in optimum adhesion and coverage of the mortar being used.
10. Ensure there is a minimum 1/8" of mortar between tile and substrate after proper bedding. Installer must periodically remove sheets or individual tiles to assure proper bond coverage consistent with industry specifications. If coverage is found to be insufficient, use a larger size notch trowel.
11. Use a beating block and hammer or rubber mallet so that faces and edges of individual tiles are flush and level with faces and edges of adjacent tiles, and to reduce lippage.

D. Grouting:

1. Install grout in accordance with ANSI A108.10, A108.6, A108.8, A108.9-1999 correlating to grout type chosen and manufacturer's recommendations.
2. Mix grout material in strict accordance with manufacturer's directions.
3. Apply grout to produce full, smooth grout joints of uniform width, and free of voids and gaps.
4. Before grouting entire area do a test area to assure there will be no permanent

staining or discoloration of the tile and to verify that the grout is easily removed from the surface. If necessary, pre-coat exposed surfaces of tile with a grout release as recommended by the manufacturer, as this will facilitate removal of the grout.

5. Cure all setting and grouting materials in accordance with manufacturer's recommendations.
- E. Cleaning and Protection:
1. If one has been used, remove grout release and clean tile surfaces so they are free of grout residue and foreign matter, in accordance with manufacturer's instructions. If a grout haze or residue remains, use a suitable grout haze remover or cleaner and contact grout manufacturer for recommendations. Flush surface with clean water before and after cleaning. Do not use harsh hydrochloric, muriatic or sulfuric acid or acid-based cleaners to clean glazed tiles or tiles grouted with latex modified grout.
 2. When a heavy residue of Portland cement grout is present, acceptable tile cleaning acids may be used. However, the grout should be allowed to cure a minimum of 10 days before this aggressive cleaning method is employed. Tile and grout shall be soaked with water before cleaning. In the absence of a recommendation from the grout manufacturer, acid cleaning may be done with a saturated solution of phosphoric or sulfamic acid, mixed in accordance with manufacturer's recommendations.
 3. After cleaning, provide protective covering and maintain conditions to protect tile work from damage or deterioration. Where tiled surfaces will be subject to equipment or wheel traffic or heavy construction traffic, and during move-in of furniture and equipment, cover protective covering with 1/4" hardboard, plywood or similar material.
 4. Leave finished installation clean and free of cracked, chipped, broken, unbonded, and otherwise defective tile work.
 3. Consult most current Crossville Brochure "How to Care For Porcelain Tile" for information on post installation cleanup and routine maintenance

END OF SECTION 09310

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes ceilings consisting of acoustical panels, fiberglass reinforced plastic panels, and exposed suspension systems.

1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of actual acoustical panels or sections of acoustical panels, suspension systems, and moldings showing the full range of colors, textures, and patterns available for each type of ceiling assembly indicated.
- C. Samples for Verification: Full-size units of each type of ceiling assembly indicated; in sets for each color, texture, and pattern specified, showing the full range of variations expected in these characteristics.
 - 1. 6-inch- (150-mm-) square samples of each acoustical panel type, pattern, and color. Set of 12-inch- (300-mm-) long samples of exposed suspension system members, including moldings, for each color and system type required.
- D. Product Test Reports: Indicate compliance of acoustical panel ceilings and components with requirements based on comprehensive testing of current products.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed acoustical panel ceilings similar in material, design, and extent to that indicated for this Project and with a record of 5 years minimum successful in-service performance.
- B. Source Limitations for Ceiling Units: Obtain each acoustical ceiling panel from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- C. Source Limitations for Suspension System: Obtain each suspension system from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- D. Fire-Test-Response Characteristics: Provide acoustical panel ceilings that comply with the following requirements:
 - 1. Fire-response tests were performed by UL, ITS/Warnock Hersey, or another independent testing and inspecting agency that is acceptable to authorities having jurisdiction and that performs testing and follow-up services.

2. Surface-burning characteristics of acoustical panels comply with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84.
3. Fire-resistance-rated assemblies, which are indicated by design designations from UL's "Fire Resistance Directory," from ITS/Warnock Hersey's "Directory of Listed Products," or from the listings of another testing and inspecting agency, are identical in materials and construction to those tested per ASTM E 119.
4. Products are identified with appropriate markings of applicable testing and inspecting agency.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels and suspension system components to Project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.7 COORDINATION

- A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.
- B. A coordination meeting shall be held PRIOR to installing ceilings and grid. The purpose of this meeting is to coordinate the grid layout, and to coordinate any grid/ceiling/light fixture conflicts. Participants shall include, at a minimum, the Architect, Electrical Engineer, Electrical Contractor, Acoustical Panel Ceiling Contractor, and the General Contractor.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 1. Acoustical Ceiling Units: Full-size units equal to 2.0 percent of amount installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Products indicated in the Part 3 Acoustical Panel Ceiling Schedule portion of this Section are those of Armstrong World Industries, Inc., unless noted otherwise. Products that may be incorporated into the Work include those of the following manufacturers, provided they are identical in appearance and specification criteria to the indicated products:
 1. Armstrong World Industries, Inc.
 2. Celotex Corporation

3. USG Interiors, Inc.

2.2 ACOUSTICAL PANELS, GENERAL

- A. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
 1. Mounting Method for Measuring Noise Reduction Coefficient: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface per ASTM E 795.
- B. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
 1. Where appearance characteristics of acoustical panels are indicated by referencing ASTM E 1264 pattern designations and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range of products that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.
- C. Panel Characteristics: Comply with requirements indicated in the Acoustical Panel Ceiling Schedule at the end of Part 3, including those referencing ASTM E 1264 classifications.

2.3 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.
- B. Manufacturers: Products indicated in the Part 3 Acoustical Panel Ceiling Schedule portion of this Section are those of Armstrong World Industries, Inc. Products that may be incorporated into the Work include those of the following manufacturers, provided they are identical in appearance and specification criteria to the indicated products:
 - a. Armstrong World Industries, Inc.
 - b. Celotex Corporation (The); Building Products Division; Architectural Ceilings Marketing Dept.
 - c. Chicago Metallic Corporation.
 - d. Fry Reglet Corporation.
 - e. USG Interiors, Inc.
- C. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
 1. High-Humidity Finish: Comply with ASTM C 635 requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.
- D. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.
 1. Post-installed Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as

determined by testing per ASTM E 488, conducted by a qualified testing and inspecting agency.

- a. Type: Post-installed expansion anchors.
 - b. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC service condition (mild).
- E. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
1. Zinc-Coated Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635, Table 1, Direct Hung) will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.
- F. Hanger Rods: Mild steel, zinc coated.
- G. Flat Hangers: Mild steel, zinc coated.
- H. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized steel sheet complying with ASTM A 653/A 653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- I. Impact/Retention Clips: Where indicated, provide manufacturer's standard impact-clip system designed to absorb impact forces against acoustical panels.
- J. Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical panel edge details and suspension systems indicated; formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.
1. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
- K. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's product designations, including splice plates, corner pieces, and attachment and other clips, complying with the following requirements:
1. Aluminum Alloy: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of aluminum extrusions complying with ASTM B 221/B 221M for alloy and temper 6063-T5.
 2. Finish designations prefixed by AA comply with system established by the Aluminum Association for designating aluminum finishes.
 3. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Comply with paint manufacturer's written instructions for applying and baking and for minimum dry film thickness.
 - a. Organic Coating: Manufacturer's standard thermosetting coating system with a minimum dry film thickness of 0.8 to 1.2 mils (0.02 to 0.03 mm)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage, and other conditions affecting performance of acoustical panel ceilings.

- 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with publications referenced below per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

- 1. Standard for Ceiling Suspension System Installations: Comply with ASTM C 636.
 - 2. CISCA's Recommendations for Acoustical Ceilings: Comply with CISCA's "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings--Seismic Zones 0-2."
 - 3. U.B.C.'s "Metal Suspension Systems for Acoustical Tile and for Lay-in Panel Ceilings": U.B.C. Standard 25-2.

- B. Suspend ceiling hangers from building's structural members and as follows:

- 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

- a. Do not use ceiling grid members as supplemental suspension.

- 4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure; that are appropriate for substrate; and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both structure to which hangers are attached and type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 - 6. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; and provide hangers not more than 8 inches (200 mm) from ends of each member.
 - 7. Provide one hanger wire at each corner of each lay-in light fixture.

- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
 - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 - 2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m). Miter corners accurately and connect securely.
 - 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fitted accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 - 1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 - 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.

3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

3.5 ACOUSTICAL PANEL CEILING SCHEDULE

- A. Match Existing Tile

END OF SECTION 095113

SECTION 099120 - PAINTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This section includes surface preparation and field painting of the following:
 - 1. Exposed exterior items and surfaces.
 - 2. Exposed interior items and surfaces.
 - 3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Related Sections include the following:
 - 1. Division 5 Section "Structural Steel" for shop priming structural steel.
 - 2. Division 5 Section "Metal Fabrications" for shop priming ferrous metal.
 - 3. Division 8 Section "Steel Doors and Frames" for shop priming steel doors and frames.
 - 4. Division 9 Section "Gypsum Board Assemblies" for surface preparation for gypsum board.

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D16 apply to this section.
 - 1. Eggshell refers to a low-sheen finish with a gloss range between 5 and 20 when measured with a 60-degree meter.
 - 2. Satin refers to a low-sheen finish with a gloss range between 15 and 35 when measured with a 60-degree meter.
 - 3. Full gloss refers to a high-sheen finish with a gloss range higher than 65 when measured with a 60-degree meter.

1.4 SUBMITTALS

- A. Product Data: For each paint system specified. Include block fillers and primers.
 - 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and coating material proposed for use.
 - 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing and applying each coating material proposed for use.

3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOC's).
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.
1. After color selection, the Architect will furnish color chips for surfaces to be coated.
- C. Product Data Sheets and MSDS for each product to be used as required by the U.S.G.B.C. as proof that each product meets the requirements of either Green Seal's GS-11 or GC-03 documents. This is a requirement in order to receive the possible one point for Credit 4.2 for Low-Emitting Materials in the Indoor Environmental Quality section of the Leadership in Energy and Environmental Design initiative of the U.S. Green Building Council.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator that has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers, primers and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Manufacturer's stock number and date of manufacture.
 4. Contents by volume, for pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions.
 7. Color name and number.
 8. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and application.

1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 degrees F (10 and 32 degrees C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 degrees F (7.2 and 35 degrees C).
- C. Do not apply paint in snow, rain, fog, or mist, or when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products in the paint schedules.
- B. Manufacturers Names: The following manufacturer is referred to in the paint schedule by use if shortened versions of the name, which is shown below.
 - 1. Porter Paints, PPG Industries, Inc.Other acceptable manufacturers are as follows:
 - 2. Benjamin Moore & Co. (Moore).
 - 3. Glidden
 - 4. Sherwin-Williams Co. (SW).

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoaters, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality "professional" paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: Provide color matches indicated by reference to manufacturer's color designations.

2.3 INTERIOR PRIMERS

- A. Interior Concrete and Masonry Primer: Factory-formulated alkali-resistant acrylic-latex interior primer for interior application.
 - 1. Porter Paints/PPG; 867 PRO-MASTER 2000 Interior Latex Primer/Sealer (134 g/L VOC). Applied at a dry film thickness of not less than 1.1 mils.
- B. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application.
 - 1. Porter Paints/PPG; 867 PRO-MASTER 2000 Interior Latex Primer/Sealer (134 g/L VOC). Applied at a dry film thickness of not less than 1.1 mils.
- C. Interior Wood Primer for Acrylic-Enamel and Semigloss Alkyd-Enamel Finishes: Factory-formulated acrylic-latex-based interior wood primer.
 - 1. Porter Paints/PPG; 1129 BLANKIT® Interior Acrylic Primer/Finish (96 g/L VOC): Applied at a dry film thickness of not less than 1.4 mils.
- D. Interior Ferrous-Metal Primer: Factory-formulated quick-drying rust-inhibitive metal primer.
 - 1. Porter Paints/PPG; 90-912 Pitt-Tech Plus Plus Acrylic Metal Primer (135 g/L VOC): Applied at a dry film thickness of not less than 3.0 mils

2.4 INTERIOR FINISH COATS

- A. Interior Low-Luster Acrylic Enamel: Factory-formulated eggshell acrylic-latex interior enamel.
 - 1. Pittsburgh Paints®; 9-300 Series PURE PERFORMANCE® Interior Eggshell Latex (0.0 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.
- D. Interior Semigloss Acrylic Enamel: Factory-formulated semigloss acrylic-latex enamel for interior application.
 - 1. Pittsburgh Paints®; 9-500 Series PURE PERFORMANCE® Interior Semigloss Latex (0.0 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.
- E. Interior Full-Gloss Acrylic Enamel for Ferrous and Other Metals: Factory-formulated full-gloss waterborne acrylic-latex enamel for interior application.
 - 1. Porter Paints/PPG; 90-374 Pitt-Tech Int/Ext DTM Acrylic Gloss Enamel (104 g/L VOC): Applied at a dry film thickness of not less than 2.0 mils
- F. Interior Semi-Gloss Water Borne Epoxy:
 - 1. Porter Paints/PPG; Aquapon WB Semi-Gloss Epoxy, PP98-1. (250 g/L VOC): Applied at a dry film thickness of not less than 2.0 mils

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that site environmental conditions are appropriate for application of coatings specified
- B. Immediately prior to coating application, ensure that surfaces to receive coatings are dry.
- C. Ensure that moisture-retaining substrates to receive coatings have moisture content within tolerances allowed by coating manufacturer, using moisture measurement techniques recommended by coating manufacturer.
- D. Immediately prior to coating application, examine surfaces to receive coatings for surface imperfections and for contaminants which could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.
- E. Correct the above conditions and any other conditions which could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

3.2 PREPARATION

- A. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- B. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; seal with shellac or other coating acceptable to paint manufacturer stains and marks that might bleed through paint finishes which cannot be completely removed.
- C. Remove or protect hardware, electrical plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings which are adjacent to surfaces to receive coatings.
- D. Remove mildew from impervious surfaces by scrubbing with solution of trisodium phosphate and bleach. Rinse with clean water and allow substrate to thoroughly dry.
- E. For specific substrate preparation, see individual specifications.

3.3 APPLICATION

- A. Apply paint products in accordance with manufacturer's printed instructions. Do not apply coatings to surfaces that are not dry.
- B. Apply each coat to uniform thickness and finish in accordance with manufacturer's instructions, with each coat slightly darker than preceding coat. Allow each coat to dry thoroughly before applying next coat.
- C. Remove dust and other foreign materials from substrate immediately prior to applying each coat.

3.4 EXTERIOR PAINT SCHEDULE

- A. Architecturally Exposed Structural Steel columns, beams, etc. Provide the following finish system.
 - 1. Semigloss Urethane-Enamel Finish:

- a. Primer: PPG Paints; 95-245 Series Pitt-Guard Polyamide-Epoxy Two Component (263 g/L VOC): Applied at a dry film thickness of not less than 4.0 mils.
 - b. Intermediate: PPG Paints; 95-8800 Series Pitthane High Build Semi-Gloss (291.6 g/L VOC): Applied at a dry film thickness of not less than 2.0 mils.
 - c. Finish Coat: PPG Paints; 95-8800 Series Pitthane High Build Semi-Gloss (291.6 g/L VOC): Applied at a dry film thickness of not less than 2.0 mils.
- B. Zinc-Coated Metal: Provide the following finish systems over exterior zinc-coated metal surfaces:
- 1. Semigloss Acrylic-Enamel Finish:
 - a. Primer: Porter Paints/PPG; 215 PORTER GUARD DTM Acrylic Metal Primer/Finish (135 g/L VOC); 3.0 Dry Mils.
 - b. Intermediate: Porter Paints/PPG; 6029 ACRI-PRO 100 SEMI-GLOSS Exterior Acrylic Paint (184 g/L VOC); 1.2 Dry Mils.
 - c. Finish Coat: Porter Paints/PPG; 6029 ACRI-PRO 100 SEMI-GLOSS Exterior Acrylic Paint (184 g/L VOC); 1.2 Dry Mils.
- C. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items.
- 1. Semigloss Acrylic-Enamel Finish:
 - a. Primer: Kelley Technical Coatings, Enamel Keltech S117: Applied at a dry film thickness of not less than 2.0 mils
 - b. Intermediate: Kelley Technical Coatings, Enamel Keltech S117: Applied at a dry film thickness of not less than 2.0 mils
 - c. Finish Coat: Kelley Technical Coatings, Enamel Keltech S117: Applied at a dry film thickness of not less than 2.0 mils
- D. Exterior Soffits: Provide the following finish systems over existing exterior soffits/porches:
- a. Primer: PPG #4-603 Perma-Crete Alkali Resistant Primer
 - b. Intermediate: PPG #6-610XI Speedhide Exterior Flat
 - c. Finish: PPG #6-610XI Speedhide Exterior Flat

3.5 INTERIOR PAINT SCHEDULE

A. Concrete Masonry Unit: Provide the following finish systems over interior concrete masonry:

1. Semigloss Acrylic-Enamel Finish (non-corridors):
 - a. Primer: Porter Paints/PPG; 6223 Pro-Master 2000 Interior/Exterior Latex Block Filler (28 g/L VOC); 4.8 to 14 Dry Mils.
 - b. Intermediate: Porter Paints/PPG; 6139 PRO-MASTER 2000 Semi-Gloss Latex Interior Wall & Trim Paint (108 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.
 - c. Finish Coat: Porter Paints/PPG; 6139 PRO-MASTER 2000 Semi-Gloss Latex Interior Wall & Trim Paint (108 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.

B. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:

1. Low-Luster Acrylic Finish:
 - a. Primer: Porter Paints/PPG; 867 PRO-MASTER 2000 Interior Latex Primer/Sealer (134 g/L VOC). Applied at a dry film thickness of not less than 1.1 mils.
 - b. Intermediate: Porter Paints/PPG; 6129 PRO-MASTER 2000 EGGSHELL Latex Interior Wall & Trim Paint (66 g/L VOC); 1.6 Dry Mils.
 - c. Finish Coat: Porter Paints/PPG; 6129 PRO-MASTER 2000 EGGSHELL Latex Interior Wall & Trim Paint (66 g/L VOC); 1.6 Dry Mils.
2. Semigloss Acrylic-Enamel Finish:
 - a. Primer: Porter Paints/PPG; 867 PRO-MASTER 2000 Interior Latex Primer/Sealer (134 g/L VOC). Applied at a dry film thickness of not less than 1.1 mils.
 - b. Intermediate: Porter Paints/PPG; 6139 PRO-MASTER 2000 Semi-Gloss Latex Interior Wall & Trim Paint (108 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.
 - c. Finish Coat: Porter Paints/PPG; 6139 PRO-MASTER 2000 Semi-Gloss Latex Interior Wall & Trim Paint (108 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.

C. Ferrous Metal: Provide the following finish systems over ferrous metal:

1. Semigloss Acrylic-Enamel Finish:
 - a. Primer: Porter Paints/PPG; 90-912 Pitt-Tech Plus DTM Acrylic Metal Primer (135 g/L VOC); 3.0 Dry Mils.
 - b. Intermediate: Porter Paints/PPG; 6139 PRO-MASTER 2000 Semi-Gloss Latex Interior Wall & Trim Paint (108 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.
 - c. Finish Coat: Porter Paints/PPG; 6139 PRO-MASTER 2000 Semi-Gloss Latex Interior Wall & Trim Paint (108 g/L VOC): Applied at a dry film thickness of not less than 1.5 mils.

D. Wood and Hardboard: Provide the following paint finish systems over new interior wood surfaces:

1. Semigloss Acrylic-Enamel Finish:
 - a. Primer: PPG®; 9-900 Pure Performance™ Interior Latex Primer (0.0 g/L VOC); 1.2 to 1.4 Dry Mils.
 - b. Intermediate: PPG®; 9-500 Series Pure Performance™ Semi-gloss Interior Latex (0.0 g/L VOC); 1.3 to 1.5 Dry Mils.
 - c. Finish Coat: PPG®; 9-500 Series Pure Performance™ Semi-gloss Interior Latex (0.0 g/L VOC); 1.3 to 1.5 Dry Mils.

E. Zinc-Coated Metal: Provide the following finish systems over interior zinc-coated metal surfaces:

1. Semigloss Acrylic-Enamel Finish:
 - a. Primer: Porter Paints/PPG; 215 PORTER GUARD DTM Acrylic Metal Primer/Finish (135 g/L VOC); 3.0 Dry Mils.
 - b. Intermediate: PPG®; 9-500 Series Pure Performance™ Semi-gloss Interior Latex (0.0 g/L VOC); 1.3 to 1.5 Dry Mils.
 - c. Finish Coat: PPG®; 9-500 Series Pure Performance™ Semi-gloss Interior Latex (0.0 g/L VOC); 1.3 to 1.5 Dry Mils.

F. Steel Joists & Roof Deck in Main Service Areas: Provide the following paint finish systems over new interior roof deck and steel joists:

1. Waterborne Acrylic Dry Fall: Two finish coats over a primer.
 - a. Primer: Applied at a spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.0 mils.
 1. SW: Ken Bond B50WZ4
 - b. Finish Coats: Applied at a spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.0 mils.
 1. SW: Waterborne Acrylic Dryfall (B42W1 Series):

G. Steel Joists & Roof Deck in Car Wash Building: Provide the following paint finish systems over new interior roof deck and steel joists

1. Semigloss Acrylic-Enamel Finish:
 - a. Primer: Kelley Technical Coatings, Enamel Keltech S117: Applied at a dry film thickness of not less than 2.0 mils
 - b. Intermediate: Kelley Technical Coatings, Enamel Keltech S117: Applied at a dry film thickness of not less than 2.0 mils

- c. Finish Coat: Kelley Technical Coatings, Enamel Keltech S117: Applied at a dry film thickness of not less than 2.0 mils

END OF SECTION 099120