POLVADERA
FIRE STATION

650 NM STATE HWY 408, Polvadera, NM 87828
PROJECT MANUAL
Socorro County Project Number: 2017-02-407

August 27, 2017
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1.1 PROJECT INFORMATION

A. Notice to Bidders: Bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
   1. Regulatory Requirements: All applicable, federal laws and regulations and the laws and regulations of the State of New Mexico and the County of Socorro shall govern submittal, opening, and award of bids.
   2. The NIGP Commodity and Service Codes 90925 and 90922 apply to this procurement.

B. Project Identification: Polvadera Fire Station.
   1. Project Location: 650 Highway 408, Polvadera, New Mexico 87828.

C. Owner: Socorro County.
   1. Owner's Representative: Delilah Walsh, Socorro County Manager, P.O. Box I, 210 Park Street, Socorro, New Mexico 87801.

D. Architect: Studio Southwest Architects, Inc., 2101 Mountain Road NW, Albuquerque, New Mexico 87104-1468, (505) 843-9639, mail@studioswarch.com

E. Project Description: A new 5,000 square foot fire station facility, mixed use occupancy (B and S1), type V-B non-sprinkled construction. The project includes earthwork, site utilities, site paving, concrete foundations, erection of owner provided pre-engineered metal building structure and skin, thermal insulation, hollow metal windows and doors, aluminum storefront entry door, light gage framing, finishes, owner provided residential appliances and kitchen equipment, plumbing systems, mechanical systems, electrical systems, telecom and security electronic systems.
   1. Project cost range is anticipated to be under $150,000.

F. Construction Contract: Bids will be received for the following Work:
   1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
   1. Bid Date: September 26th, 2017.
   2. Bid Time: 1:45 p.m., local time.
   3. Location: Socorro County Purchasing Office, P.O. Box I, 210 Park Street, Socorro, New Mexico 87801.

B. Bids will be thereafter publicly opened and read aloud.
   1. Bid Date: September 26th, 2017.
   2. Bid Time: 2:00 p.m., local time.
   3. Location: Socorro County Purchasing Annex Building, 198 Neel Avenue Socorro, New Mexico 87801.
1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 90 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Prebid Meeting: See Document 002513 "Prebid Meetings."

1.5 DOCUMENTS

A. Procurement and Contracting Documents: Obtain after August 27, 2017, by contacting the Socorro County Purchasing Office.
   1. Documents will be distributed electronically.
   2. Project Manual and Construction Drawings are available at www.bidnetdirect.com
   3. Contact Sammie Vega, Procurement Officer
      a. (575) 835-0589 Phone
      b. (575) 835-4629 Fax
      c. svega@co.socorro.nm.us

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 BIDDER'S QUALIFICATIONS

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

1.8 NOTIFICATION

A. This Advertisement for Bids document is issued by the County of Socorro.

END OF DOCUMENT 001113
1.1 PRE-BID INFORMATION

A. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Owner and shall not be considered for award of contract during the period for which it is debarred or suspended with the Owner.

END OF DOCUMENT 002112
DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

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

1.2 PROCUREMENT SCHEDULE

A. Sequence of procurement events:

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<th>Date</th>
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<td>1. Issue RFP</td>
<td>Socorro County</td>
<td>August 27th, 2017</td>
<td>Public Advertisement: Socorro Chieftain, Abq Journal</td>
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<td>2. RFP and Construction Documents Available to Potential Offerors</td>
<td>Studio SW Architects Socorro County</td>
<td>August 28th, 2017</td>
<td>Socorro County Purchasing Office</td>
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<td>3. Mandatory Pre-proposal Conference</td>
<td>Socorro County</td>
<td>September 7th, 2017 10:00 AM</td>
<td>Socorro County Purchasing Annex, 198 Neel Avenue Socorro, NM 87801</td>
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<td>4. (per 002213-3.2) Submission of Written Questions</td>
<td>Potential Offerors</td>
<td>September 15th, 2017 before 3:00 PM deadline</td>
<td>Sent to Studio SW Architects office</td>
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<td>5. (per 002213-3.3) Submission of Requests for Prior Approval of Product Substitutions</td>
<td>Potential Offerors</td>
<td>September 15th, 2017 before 3:00 PM deadline</td>
<td>Sent to Studio SW Architects office</td>
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<tr>
<td>6. Submission of Bids</td>
<td>Offerors</td>
<td>September 26th, 2017 1:45 PM deadline</td>
<td>Socorro County Purchasing Office PO Box I, 210 Park Street Socorro, NM 87801</td>
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<td>7. Notice of Intent to Award</td>
<td>Socorro County</td>
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<td>8. Socorro County Commission Approval</td>
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<td>9. Notice of Award</td>
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END OF DOCUMENT 002113
Instructions to Bidders

for the following PROJECT:
(Name and location or address)
Polvadera Fire Station
650 Highway 408
Polvadera, NM 87828

THE OWNER:
(Name, legal status and address)
Socorro County Board of County Commissioners
P.O. Box I
210 Park Street
Socorro, NM 87801

THE ARCHITECT:
(Name, legal status and address)
Studio Southwest Architects, Inc.
2101 Mountain Road NW
Albuquerque, NM 87104-1468

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6 POST-BID INFORMATION
7 PERFORMANCE BOND AND PAYMENT BOND
8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

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ARTICLE 1   DEFINITIONS
§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

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

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2   BIDDER'S REPRESENTATIONS
§ 2.1 The Bidder by making a Bid represents that:
§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

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

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

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

ARTICLE 3   BIDDING DOCUMENTS
§ 3.1 COPIES
§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.
§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.
§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

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

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder.

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 OPENING OF BIDS
At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

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

§ 5.3 ACCEPTANCE OF BID (AWARD)
§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION
§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

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

§ 6.3 SUBMITTALS
§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:
  .1 a designation of the Work to be performed with the Bidder's own forces;
  .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
  .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or
Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 BOND REQUIREMENTS
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

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

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

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.
DOCUMENT 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:
   1. AIA Document A701, "Instructions to Bidders" a copy of which is bound in this Project Manual.
   2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

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

1.3 ARTICLE 1 - DEFINITIONS

A. A Responsible Bidder is a Bidder who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the construction described in the Invitation for Bid (§13-1-82 NMSA 1978).

B. Responsive Bid is a bid, which conforms in all material respects to the requirements set forth in the Invitation for Bid (§13-1-84 NMSA 1978).

C. A Subcontractor is a contractor who contracts directly with the contractor.

D. The Successful Bidder is the lowest pre-qualified Responsible Bidder to whom the Owner, on the basis of the Owner’s evaluation, makes an award. A Successful Bidder does not become the Contractor until an agreement is signed with the Owner.

1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS

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

B. Add Section 2.1.5:
   1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of New Mexico and meets qualifications indicated in the Procurement and Contracting Documents.

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

1.5 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:
   1. Change 3.2.2 - Change “seven days” to “ten days.”
   2. Add Section 3.2.2.1:
      a. 3.2.2.1 - Submit Bidder's Requests for Interpretation to the Owner’s Representative and the Architect.
B. 3.4 - Addenda:
   1. Delete Section 3.4.3 and replace with the following:
      a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.

1.6 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:
   1. Add Section 4.1.1.1:
      a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from the Owner’s Representative.
   2. Add Section 4.1.8:
      a. 4.1.8 - The Bid may include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
   3. Add Section 4.1.9:
      a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
   4. Add Section 4.1.10:
      a. 4.1.10 - Bids shall not include gross receipts sales taxes.

B. 4.3 - Submission of Bids:
   1. Add Section 4.3.1.2:
      a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bids:
   1. Add the following sections to 4.4.2:
      a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
      b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Not Used.

E. 4.6 - Subcontractors
   1. Add Section 4.6 and related sections:
      a. 4.6.1 - The Bidder shall list the names and places of business for subcontractors to be used for the Types of Work indicated on the Proposed Subcontractors Form on Document 004336. The Types of Work included on the form are not necessarily all-inclusive. Contractors are responsible for listing all other subcontractors that exceed the threshold. Failure to include a subcontractor shall be grounds for the bid to be deemed non-responsive; unless otherwise noted, all blanks must be filled in which shall include but not be limited to the following (if applicable):
b. 4.6.1.1 - If the Type of Work included on the Form is to be accomplished by the General Contractor the Bidder shall indicate “General Contractor” (GC) or be left blank.

c. 4.6.1.2 - If the Type of Work included on the Form is below the threshold, the Bidder shall indicate “below threshold”.

d. 4.6.1.3 - If more than one (1) Type of Work included on the Form is to be accomplished by the same Subcontractor, the Bidder shall repeat the name, use dittos, or provide a clear distinction that identifies use of the same subcontractor.

e. 4.6.1.4 - If the Type of Work included on the Form is to be accomplished by a second tier subcontractor, the Bidder does not have to identify the name of the second tier, but at minimum shall indicate “second tier subcontractor”.

f. 4.6.2 - The Owner shall consider any request for a change in the listed firms, if the Bidder can furnish evidence of being able to perform the Work in a manner more satisfactory and beneficial to both the Owner and the Bidder by not using the listed firm. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low subcontractor or supplier, a request for substitution, made after the Bid opening with the Owner’s approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed subcontractor or material supplier and/or any other confirmation satisfactory to the Owner.

g. 4.6.3 - The Bidder shall not list himself as the subcontractor for any trade unless he has previously performed work of this type and has the proper State license(s) to perform the work.

h. 4.6.4 - Omission or non-compliance with the Subcontractor Listing Form shall be grounds for considering a Bid as non-responsive.

i. 4.6.5 - Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner, or Architect has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute subcontractor or supplier with no increase in his Bid Price. In the event of withdrawal under this paragraph, Bid Security will not be forfeited.

j. 4.6.6 - The Successful Bidder shall, within seven (7) days of Bid Opening, submit the following information to the Owner: (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work; and (B) A list signed by all subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing form submitted with the Bid.

k. 4.6.7 - The Successful Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

l. 4.6.8 - Persons and organizations proposed by the Bidder and to whom the Owner and the Architect have made no reasonable objection under the provisions of paragraph 4.6.7 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Architect and the Owner.

m. 4.6.9 - No Successful Bidder shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

n. 4.6.10 - Pursuant to 13-4-13.1, contractors and subcontractors awarded contracts in excess of $60,000 are required to register with the Labor Relations Division of New Mexico Department of Workforce Solutions (NMDWS) and obtain a registration number prior to bid submittal or bid will not be accepted and shall be rejected for non-compliance; additional information regarding 13-4-13.1 is included in the “Wage Rate Determination” documentation included in this bidding document. Acceptance of a bid by the County of Socorro is contingent on compliance with 13-4-13.1, this section, and the Subcontractors’ Supplemental Form.

o. 4.6.11 - Bidders are required to list their registration number as part of their bid submittal. In addition, Bidders are required to include a copy of their “Certificate of Public Works
Registration” issued by NMDWS with the bid submittal, which must include an expiration date that is current, and must be in good standing on the date of bid submittal; it is the responsibility of the Bidder to ensure the registration is current and in good standing at the time of bid submittal. The failure of a Bidder to list a registration number or provide a copy of its active “Certificate of Public Works Registration” as proof of the required registration will deem the bid non-responsive and the bid will be rejected.

4.6.12 - All tiers of subcontractors shall be subject to the requirements of 13-4-13.1. Bidders are required to list their subcontractors’ registration number on the Subcontractors’ Supplemental Form on Page 21 and are required to submit the Subcontractors’ Supplemental Form to the Purchasing Department as per the instructions on the Subcontractors’ Supplemental Form. Failure to comply with the instructions on the Subcontractors’ Supplemental Form will deem the bid non-responsive and the bid will be rejected.

1.7 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.1 - Opening of Bids
1. Delete Section 5.1 and replace with the following:
   a. 5.1.1 - Bids received on time will be opened publicly and read aloud, and an abstract of the amounts of the Base Bid(s) and Alternate Bids or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (§13-1-107 NMSA 1978).

B. 5.3 - Acceptance of Bid (Award)
1. Add Section 5.3.3:
   a. 5.3.3 - When two or more of the Bids submitted are identical in price and are the low bid, the Owner may: (A) Award pursuant to the multiple source award provisions of §13-1-153 and §13-1-154 NMSA 1978; (B) Award to a resident contractor if the identical low Bids are submitted by a resident contractor and a nonresident contractor; (C) Award to a resident manufacturer if the identical low Bids are submitted by a resident manufacturer and a resident business; (D) Award by lottery to one of the identical low Bidders; (E) Reject all Bids and re-solicit Bids for the required construction (§13-1-110 NMSA 1978).

2. Add Section 5.3.4:
   a. 5.3.4 - When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without liability against the Owner.

3. Add Section 5.3.5:
   a. 5.3.5 - The Owner shall issue a written Notice of Award after review and approval of the Bid and related documents by the Owner with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

C. 5.4 - Protests
1. Add Section 5.4:
   a. 5.4.1 - Bidders have the right to protest. Protests must be filed with the Owner’s Representative in writing in accordance with the Owner’s Procurement Regulation and the State Procurement Code. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. (§13-1-172 NMSA 1978). Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.
   b. 5.4.1.1 - Protest Bond: A $5,000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified offeror. If the protest is disallowed the protesting offeror will forfeit the $5,000.00 bond.
   c. 5.4.2 - In the event of a timely protest under paragraph 5.4.1, the Owner shall not proceed further with the procurement unless the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (§13-1-173 NMSA 1978).
d. 5.4.3 - The Owner’s Representative shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder, Offeror, or Contractor concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys’ fees (§13-1-174 NMSA 1978).

e. 5.4.4 - The Owner’s Representative shall promptly issue a determination relating to the protest. The determination shall: (A) State the reasons for the action taken; and (B) Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

f. 5.4.5 - A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other bidders or offerors involved in the procurement (§13-1-176 NMSA 1978).

D. 5.5 - Resident Contractor’s Preference

1. Add Section 5.5:
   a. 5.5.1 - Pursuant to the requirements set forth in §13-4-2 NMSA 1978 to receive a Resident Contractor preference or a Resident Veteran Contractor preference, Bidders must submit a valid preference certificate issued by the Taxation and Revenue Department. If the required preference certificate is submitted, the following preferences shall apply:

   b. 5.5.1.1 - Resident Contractor: bid shall be five percent lower than the bid actually received.

   c. 5.5.1.2 - Resident Veteran Contractor: with annual revenue of one million dollars ($1,000,000) or less to be ten percent lower than the bid actually submitted; with annual revenues of one million dollars ($1,000,000) but less than five million dollars ($5,000,000) to be eight percent lower than the bid actually received; with annual revenues of five million dollars ($5,000,000) or more to be seven percent lower than the bid actually received.

   d. 5.5.1.2.1 - To receive the Resident Veteran Contractor preference, Bidder must also submit the Resident Veterans Preference Certification (“Certification”) included on page 23. A preference will not be applied if the Certification is not submitted.

   e. 5.5.2 - Bidders are not eligible to receive both a resident Contractor preference and a resident veteran Contractor preference.

1.8 ARTICLE 6 - POSTBID INFORMATION

A. 6.2 - Owner’s Financial Capability:

1. Delete Section 6.2.

B. 6.3 - Submittals:

1. Delete Sections 6.3.1 through 6.3.4 and replace with the following:

   a. 6.3.1 - Each Bidder shall submit a fully executed “Non-Collusion Affidavit of Prime Bidder” attached to the Bid Proposal. Bids submitted without this affidavit shall be considered non-responsive.

   b. 6.3.2 - Subcontractors listed on the Subcontractors Form in Document 004336 shall hold a current Contractor’s license in good standing for the type of work indicated at the time of bid submittal.

   c. 6.3.3 - In accordance §13-1-148.1 Subcontractor’s performing work on a project valued at $125,000 or more, shall provide a performance and payment bond to the General Contractor. See Article 1.3, Paragraph C of Document 002213 for the definition of a Subcontractor.

   d. 6.3.4 - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Bidder; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a $50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% or payments made, if the information is not furnished by the successful Bidder.
6.3.4.1 - If the successful Bidder’s business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.

1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:
1. Add Section 7.1.1.1:
   a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:
1. Delete the first sentence of Section 7.2.1 and insert the following:
   a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
2. Delete Section 7.2.3 and insert the following:
   a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.10 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:
1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner, in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be 15 days after receipt of Notice to Proceed.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 002213
1.1 PREBID MEETING

A. Owner and Architect will conduct a Prebid meeting as indicated below:
   1. Meeting Date: September 7th, 2017.
   2. Meeting Time: 10:00 a.m., local time.
   3. Location: Socorro County Annex Building, 198 Neel Avenue, Socorro, New Mexico 87801.

B. Attendance:
   1. Prime Bidders: Attendance at Prebid meeting is recommended.
   2. Subcontractors: Attendance at Prebid meeting is recommended.

C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
   1. Procurement and Contracting Requirements:
      a. Advertisement for Bids.
      b. Instructions to Bidders.
      c. Bidder Qualifications.
      d. Bonding.
      e. Insurance.
      g. Bid Form and Attachments.
      h. Bid Submittal Requirements.
      i. Bid Submittal Checklist.
      j. Notice of Award.
   2. Communication during Bidding Period:
      a. Obtaining documents.
      b. Access to Project Web site.
      c. Bidder's Requests for Information.
      d. Bidder's Substitution Request/Prior Approval Request.
      e. Addenda.
   3. Contracting Requirements:
      a. Agreement.
      b. The General Conditions.
      c. The Supplementary Conditions.
      d. Other Owner requirements.
   4. Construction Documents:
      a. Scopes of Work.
      b. Temporary Facilities.
      c. Use of Site.
      d. Work Restrictions.
      e. Alternates, Allowances, and Unit Prices.
      f. Substitutions following award.
   5. Separate Contracts:
      a. Work by Owner.
      b. Work of Other Contracts.
   6. Schedule:
      a. Project Schedule.
      c. Liquidated Damages.
      d. Other Bidder Questions.
   7. Site/facility visit or walkthrough.
D. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by the issuing office to have received a complete set of Procurement and Contracting Documents by Addendum. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
1. Sign-in Sheet: Minutes will include list of meeting attendees.
2. List of Planholders: Minutes will include list of planholders.

END OF DOCUMENT 002513
1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution Requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

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

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
   1. Extensive revisions to the Contract Documents are not required.
   2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
   3. Where specified products include color, texture and/or pattern selections, proposed substitutions must be comparable and approved by the Architect.
   4. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
   1. Requests for substitution of materials and equipment will be considered if received no later than 10 calendar days prior to date of bid opening.
   2. Submittal Format: Submit one (1) copy of each written Procurement Substitution Request, using form bound in Project Manual.

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

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

END OF DOCUMENT 002600
SECTION 002600 – PROCUREMENT SUBSTITUTION PROCEDURES
PROCUREMENT SUBSTITUTION REQUEST FORM

To: Studio Southwest Architects, Inc.

Project: Polvadera Fire Station

We hereby submit this proposed substitution for consideration to the specified item for the above project:

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<th>Section</th>
<th>Page</th>
<th>Paragraph /Line</th>
<th>Specified Item</th>
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Proposed Substitution: __________________________________________________________________

Attach complete product descriptions, drawings, photographs, performance and test data, and other information necessary for evaluation.

A. Why cannot the specified material or product be provided?

_____________________________________________________________________________________

B. Will changes be required to building design in order to properly install proposed substitution?

Yes ___ No ___ If yes, please explain: ____________________________________________________

_____________________________________________________________________________________

C. Will the undersigned pay for changes to the building design, including engineering and drawing caused by requested substitution? Yes ___ No ___

D. What differences exist between proposed substitution and specified item?

_____________________________________________________________________________________

E. Does substitution affect drawing dimensions? Yes ___ No ___ If yes, please explain. __________________

_____________________________________________________________________________________

F. What affect does this substitution have on other trades?

_____________________________________________________________________________________

G. Does manufacturer’s warranty of proposed substitution differ from that specified? Yes ___ No ___

If yes, please explain. _________________________________________________________________

_____________________________________________________________________________________

H. Will substitution affect progress schedule? Yes ___ No ___ If yes, please explain: _______________

_____________________________________________________________________________________

I. Will substitution require more license fees or royalties than specified product?

Yes ___ No ___ If yes, please explain. _____________________________________________________

_____________________________________________________________________________________

Section 002600 – PROCUREMENT SUBSTITUTION PROCEDURES
J. Will substitution cost more than specified product? Yes ___ No ___ If yes or no, explain how much.

__________________________________________________________________________________

K. Will maintenance and service parts be locally available for substitution?
Yes ___ No ___ If no, please explain. __________________________________________________________________________

__________________________________________________________________________________

L. Attach submittal to this form.

Submitted By:

_________________________  _______________________
Signature                Date

_________________________  _______________________
Firm                    Telephone

_________________________
Address

For Architect’s/Engineer’s Use Only

_________________________  _______________________
Signature                Date

_________________________
Firm

_____Recommended           _____Not Recommended

For Owner’s Use Only:

_________________________  _______________________
Signature                Date

_____Accepted             _____Not accepted
1.1 EXISTING CONDITION INFORMATION

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

B. Survey information that includes information on existing conditions, prepared by Dennis Engineering Company, dated 05/16/2017, is available for viewing on the Socorro County web site.

C. Related Requirements:
   1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
   2. Document 003132 "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders.

END OF DOCUMENT 003119
DOCUMENT 003132 - GEOTECHNICAL DATA

1.1 GEOTECHNICAL DATA

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

B. A geotechnical investigation report for Project, prepared by WESTERN TECHNOLOGIES, PROJECT NO. 3227JD077., with report dated MARCH 24, 2017 and is available for viewing on the Socorro County web site.

C. Related Requirements:
   1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
   2. Document 003119 "Existing Condition Information" for information about existing conditions that is made available to bidders.

END OF DOCUMENT 003132
1.1 PERMIT APPLICATION INFORMATION

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

B. Permit Application: Complete building permit application and file with authorities having jurisdiction within five days of the date of execution of the Contract.

C. The Project has been submitted for Design Review by Architect.

END OF DOCUMENT 003143
1.1 BID INFORMATION

A. Bidder: ______________________________________________________.

B. Project Name: Polvadera Fire Station.

C. Project Location: 650 Highway 408, New Mexico 878.

D. Owner: Socorro County Board of County Commissioners, P.O. Box 1, 210 Park Street, Socorro, New Mexico 87801.


1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Studio Southwest Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents. The Base Bid does not include the scope of work defined in the Line Items.

B. Base Bid, for the stipulated sum of:
   1. ________________________ Dollars ($__________).
   2. The above amount does not include New Mexico Gross Receipts Tax. Socorro County will pay any and all gross receipts tax on the approved amounts for these items at the prevailing rate.
   3. By signing at the end of this document, the Bidder certifies that the above amount includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Intent to Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
   1. ________________________ Dollars ($__________).

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

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work as follows:
   1. The Fire Station and all related work will be substantially complete within 180 calendar days.
1.5 LIQUIDATED DAMAGES

A. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time of completion specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of three hundred dollars ($300.00) per consecutive calendar day, not as penalty, but as liquidated damages for such breach of the Contract. Liquidated damages shall also apply to failure to complete the entire Work within 30 days after Substantial Completion.

1.6 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto, unless noted below.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310). Contractor provided Bid Bond Form. Form is not attached.
2. Bid Form Supplement - Proposed Subcontractor’s Form.
4. Bid Form Supplement - Resident Veterans Preference Certification. (Submit only if applying for this certification.)
5. Bid Form Supplement - Campaign Contribution Form.

1.7 OTHER FORMS

A. The following additional forms must be included with the Bid Form:
1. Copy of Certificate of Registration issued by NMDWS. (See Supplementary Instructions to Bidders for further information.)

B. The following additional forms must be included with the Bid Form if applying for the appropriate Resident preferences:
1. To receive a Resident Contractor preference, Bidder must submit a copy of a valid preference certificate issued by the Taxation and Revenue Department. (See Supplementary Instructions to Bidders for further information.)
2. To receive a Resident Veteran Contractor preference, Bidder must submit a copy of a valid preference certificate issued by the Taxation and Revenue Department and the attached “Resident Veterans Preference Certification” form. (See Supplementary Instructions for Bidders for further information.)

C. The following additional form may be included with the Bid Form or submitted after bid opening according to instructions on the form:
1. Subcontractors Supplemental Form.

1.8 CONTRACTOR’S LICENSE

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

1.9 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated ________________.
2. Addendum No. 2, dated ________________.
3. Addendum No. 3, dated ________________.
4. Addendum No. 4, dated ________________.
5. Addendum No. 5, dated ________________.
6. Addendum No. 6, dated ________________.
7. Addendum No. 7, dated ________________.
1.10 SUBMISSION OF BID

A. Respectfully submitted this ____ day of ____________, 2014.

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

C. Authorized Signature:____________________________________(Handwritten signature).

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

E. Title:_______________________________________________________(Owner/Partner/President/Vice President).

F. Witness By:__________________________________________________(Handwritten signature).

G. Attest:_______________________________________________________(Handwritten signature).

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

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

J. Street Address:___________________________________________________.

K. City, State, Zip:_________________________________________________.

L. Phone:___________________________________________________________.

M. License No./Classification:_________________________________________.

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

O. Resident Contractor Preference Number_________________________________.

P. Resident Veteran Contractor Preference Number__________________________.

Q. Workforce Solutions Number___________________________________________.

END OF DOCUMENT 004113
1.1 BID FORM SUPPLEMENT

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

1.2 BID BOND FORM

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

B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313
Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Socorro County Board of County Commissioners
P.O. Box 1
210 Park Street
Socorro, NM 87801

USER AGENCY:
(Name, legal status and address)
Polvadera Fire Station
650 Highway 408
Polvadera, NM 87828

BOND AMOUNT: $ << 

PROJECT:
(Name, location or address, and Project number, if any)
Polvadera Fire Station
650 Highway 408
Polvadera, NM 87828

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

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

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

(Contractor as Principal) (Seal)

(Witness)

(Surety) (Seal)

(Witness)

(Titile)
DOCUMENT 004336 - PROPOSED SUBCONTRACTORS FORM

1.1 BID INFORMATION

A. Bidder: ______________________________________________________.

B. Project Name: Polvadera Fire Station.

C. Project Location: 650 Highway 408, Polvadera New Mexico 87828.

D. Owner: Socorro County Board of County Commissioners, P.O. Box 1, 210 Park Street, Socorro, New Mexico 87801.


1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. To be fully executed and included with Bid as a condition of the Bid (§13-4-31 through §13-4-42 NMSA 1978).

B. Equipment providers and/or material suppliers, who will perform work, provide labor or render services at or about the construction site, who contract directly to the general contractor that are within the threshold below, shall be listed as a subcontractor. The provisions contained in 4.4 Instructions to Bidders, are the County’s requirements for completing this list.

C. The failure to submit a complete list in accordance §13-4-31 through §13-4-42 NMSA 1978 and/or the provisions contained in 4.4 Instructions to Bidders, shall be grounds for the bid to be deemed non-responsive.

D. The listing threshold is $5,000.00 or one half of one percent of the Architect/Engineers estimate, whichever is greater. For purposes of this Project, the threshold is $5,000.00.

<table>
<thead>
<tr>
<th>1. SUBCONTRACTOR/SUPPLIER</th>
<th>2. PLACE OF BUSINESS (CITY OR COUNTY)</th>
<th>3. TYPE OF WORK</th>
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DOCUMENT 004337 - NON-COLLUSION AFFIDAVIT

1.1 BID INFORMATION

A. Bidder: ___________________________________________________________.

B. Project Name: Polvadera Fire Station.

C. Project Location: 650 Highway 408, Polvadera New Mexico 87828.

D. Owner: Socorro County Board of County Commissioners, P.O. Box 1, 210 Park Street, Socorro, New Mexico 87801.


1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 SUBMISSION OF BID SUPPLEMENT

A. STATE OF ______________________________

B. COUNTY OF ______________________________

C. __________________________________ being first duly sworn deposes and says that:

1. I am the __________________________________ of __________________________ of the Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid as been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder firm or person to fix the price or prices in the attached Bid or of any of the Bidder, or to fix any overhead, profit, or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County of Socorro or any person interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

D. Signed: __________________________________________________________ (Handwritten signature).

E. Title: __________________________________________________________ (Owner/Partner/President/Vice President).

F. Subscribed and sworn to before me this _____ day of ______________, 2013.

G. _________________________________________________________________ Notary Public.
H. My commission expires: _______________________.

END OF DOCUMENT 004337
DOCUMENT 004338 – RESIDENT VETERANS PREFERENCE CERTIFICATION

1.1 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

Resident Veterans Preference Certification

__________________________________________ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.”

__________________________________________ (Signature of Business Representative)*

____________________________ (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1.1 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2007), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. Campaign Contribution includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or their personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law:
a) A prospective contractor, if the prospective contractor is a natural person; or
b) An owner of a prospective contractor:

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualified for a sole source or a small purchase contract.

**DISCLOSURE OF CONTRIBUTIONS:**

For the purposes of this procurement, the applicable public officials for, 

City of Socorro are named below, 
BOCC Chair Martha Salas  
BOCC Vice-Chair Pauline Jaramillo  
Commissioner Manuel Anaya  
Commissioner Glen Duggins  
Commissioner Ray Martinez  
Assessor Henry Jojola  
Clerk Betty Saavedra  
Probate Judge Daryl Cases  
Sheriff William Armijo  
Treasurer Tina Lujan

Contribution Made By: ________________________ Relation to Prospective Contractor: ______________

Date Contribution(s) Made: _____________________ Amount(s) of Contribution(s): __________________

Nature of Contribution(s)
________________________________________________________________________

Purpose of Contribution(s)
________________________________________________________________________

(Attach extra pages if necessary)

________________________________________________________________________

Title (position)

-OR-

NO Contributions in the aggregate total over two hundred fifty dollars ($250.00) were made to an applicable public official by me, a family member or representative.

Signature  ________________________________________________ Date  ______________

Title (position)                                                __________________________________
1.1 BID INFORMATION

A. Bidder: __________________________________________________________.

B. Project Name: Polvadera Fire Station.

C. Project Location: 650 Highway 408, Polvadera, New Mexico 87828.

D. Owner: Socorro County Board of County Commissioners, P.O. Box 1, 210 Park Street, Socorro, New Mexico 87801.


1.2 BIDDER'S CHECKLIST

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

B. Attach this completed checklist to the outside of the Submittal envelope.
1. Used the Bid Form provided in the Project Manual.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
5. Attached to the Bid Form: Bid Form Supplement - Proposed Subcontractor’s Form.
6. Attached to the Bid Form: Bid Form Supplement - Non-collusion Affidavit.
7. Attached to the Bid Form: Bid Form Supplement - Resident Veterans Preference Certification (if applying for the preference).
8. Attached to the Bid Form: Bid Form Supplement - Campaign Contribution Form.
9. Attached to the Bid Form: Copy of Certificate of Registration.
10. Attached to the Bid Form: Resident Contractor Preference Certificate (if applying for the preference).
11. Attached to the Bid Form: Resident Veteran Contractor Preference Certificate (if applying for the preference).
12. Bid envelope shows name and address of the Bidder.
13. Bid envelope shows the Bidder's Contractor's License Number.
14. Bid envelope shows name of Project being bid.
15. Bid envelope shows time and day of Bid Opening.

C. Submit with Bid Form or after Bid Opening: Subcontractors Supplemental Form according to instructions on form.

END OF DOCUMENT 004393
DOCUMENT 004394 - SUBCONTRACTORS SUPPLEMENTAL FORM

1.1 BID INFORMATION

A. Bidder: ______________________________________________________.

B. Project Name: Polvadera Fire Department.

C. Project Location: 650 Highway 408, Polvadera, New Mexico 87801.

D. Owner: Socorro County Board of County Commissioners, P.O. Box 1, 210 Park Street, Socorro, New Mexico 87801.


1.2 BID FORM SUPPLEMENT

A. The Subcontractors Supplemental Form below will be required to be completed and submitted to the Purchasing Department via electronic mail (svega@co.socorro.nm.us), US Postmaster, or hand delivered (210 Park Street, Socorro, NM 87801) within two (2) business days (48 hours) of the bid opening (excluding holidays and weekends). Failure to meet this deadline shall deem the bid non-responsive and the bid shall be rejected. The following two (2) conditions will automatically waive the 48 hour period:
   1. If a bidder submits a completed form at the time of bid submittal; and
   2. If a blank form is submitted with the bid submittal, the form will be accepted as a completed form.

B. In addition to the requirements above, the following shall apply:
   1. Pursuant to 13-4-13.1, contractors and subcontractors who obtain contracts in excess of $60,000 are required to register with the Labor and Industrial Division of the Department of Workforce Solutions and obtain a registration number prior to bid submittal.
   2. All tiers of subcontractors shall be subject to the requirements of the Act including equipment providers and/or material suppliers, who will perform work, provide labor or render services at or about the construction site.
   3. Any Bidder who fails to submit a complete list in accordance with 13-4-13.1 and the instructions stated above shall have its bid deemed non-responsive and the bid shall be rejected.

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<th>SUBCONTRACTORS NAME</th>
<th>DEPT OF LABOR REGISTRATION NUMBER</th>
<th>DATE OF EXPIRATION</th>
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END OF DOCUMENT 004394
DOCUMENT 005100 - NOTICE OF AWARD

1.1 BID INFORMATION

A. Bidder: ________________________________________________

B. Project Name: Polvadera Fire Station.

C. Project Location: 650 Highway 408, Polvadera, New Mexico 87828.

D. Owner: Socorro County Board of County Commissioners, P.O. Box 1 210 Park Street, Socorro, New Mexico 87801.


1.2 NOTICE OF AWARD OF CONTRACT

A. Notice: The above Bidder is hereby notified that their bid, dated <Insert date>, for the above Contract has been considered and the Bidder is hereby awarded a contract for construction of the Sierra Vista Hospital Emergency Department, Central Plant and related Site Improvements.

B. Alternates Accepted: The following alternates have been accepted by Owner and have been incorporated in the Contract Sum:
   1. Alternate No. 1: <Insert alternate title>.

C. Contract Sum: The Contract Sum is <Insert written amount> dollars ($<Insert numeric amount>).

1.3 EXECUTION OF CONTRACT

A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within 10 days of the above date of issuance of the Notice:
   1. Deliver to Owner three sets of fully executed copies of the Contract Documents.
   2. Deliver with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
   3. <Insert conditions precedent>.

B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
   1. Within 10 days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

1.4 NOTIFICATION

A. This Notice is issued by:
   1. Owner:___________________________________________________________.
   2. Authorized Signature:____________________________________________(Handwritten signature).
   3. Signed By:_______________________________________________________(Type or print name).
   4. Title:_____________________________________________________________(Owner/Partner/President/Vice President).

END OF DOCUMENT 005100
DOCUMENT 005113 - BONDS

1.1 BONDS

A. A copy of AIA Document A312, form of Performance Bond and form of Labor and Material Payment Bond is available for purchase at the Local AIA Office and will be included as part of the Bid Package. These bonds shall be accompanied by the “Rider to Bonds” Section 005114, which will follow the copy of AIA Document A312.

END OF DOCUMENT 005113
DOCUMENT 005114 – RIDER TO BONDS

1.1 BONDS, CERTIFICATES AND NOTICES

A. This form must be used by surety.

B. Performance Bond No. ____________________________.

C. Obligee (Owner): ________________________________.

D. Surety ________________________________.

E. Surety’s New Mexico Agent:

F. Name: ________________________________.

G. Address: ________________________________.

H. Telephone No. (__) ________.

I. The Surety and Principal stipulate as follows:
   1. Whenever, in the judgment of the Owner, the Surety on this bond shall be insolvent, or for any cause is not a proper or sufficient Surety, the Owner may require the Contractor to furnish a new or additional bond or security within ten (10) days; and thereupon, if the Owner shall so order, security shall be furnished. If such new or additional bond or security is not furnished within said time, the Owner may, at its option, take over and Surety, either doing the Work on force account, or letting the same by contract, and shall be entitled to use any equipment, materials and supplies of the delinquent Contractor in completing said Work.
   2. The Surety hereby stipulates and agrees that no properly authorized Change Order altering Contract Time, Contract Sum, Conditions of the Contract, or the scope of nature of the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive any notice of such change.

J. Signed and sealed this ____ day of ________, 20___.

K. Principal Signature: ________________________________.
   1. Seal: ________________________________.

L. Witness: ________________________________.
   1. Title: ________________________________.

M. Witness Signature: ________________________________.

N. Surety:
   1. Seal: ________________________________.
   2. Title: ________________________________.

END OF DOCUMENT 005114
DOCUMENT 005115 - INSURANCE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The Contractor shall procure and maintain at the Contractor’s expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all services provided hereunder, whether performed by the Contractor, the Contractor’s agents or employees, or by subcontractors. All insurance shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontracts therefrom. The policies will be written with the County as an additional insured, while acting within the scope of their duties against claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to Socorro County, P.O. Box I, 210 Park Street, Socorro, New Mexico 87801, if a policy has been materially changed or cancelled, and an Additional Insured Endorsement Form is required. An Additional Insured Endorsement Form shall be supplied with the Certificate of Insurance and shall provide limits as follows:

PART 2 - INSURANCE PRODUCTS

2.1 Workers Compensation

A. Part I: Workers Compensation – Statutory

B. Part II: Employers’ Liability – $1,000,000

C. The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Sierra County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

2.2 Commercial General Liability on ISO form CG 0001 0798 or equivalent.

A. Bodily Injury/Property
   1. Damage:
      a. $1,000,000 Each Occurrence
      b. $2,000,000 General Aggregate

B. Property Damage Liability Insurance shall not exclude Explosion – Collapse – Underground Coverage (XCU)
   1. Products/Completed Operations:
      a. $1,000,000 Each Occurrence
      b. $2,000,000 General Aggregate

2.3 Pollution Legal Liability

A. $1,000,000 Each Occurrence: (If Applicable)
2.4 Business Automobile Liability
   A. Combined Single Limit - $1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.
   B. Pollution Liability (form MCS90) for Transportation exposure - $1,000,000 Each Occurrence. (If Applicable)
   C. Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

2.5 Independent Contractors:
   A. Included.

2.6 Contractual Liability:
   A. Included in Commercial General Liability.

2.7 Approval of Insurance:
   A. The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve the certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

2.8 Increased Limits:
   A. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the Contractor to increase the maximum limits of any insurance required herein.

END OF DOCUMENT 005115
DOCUMENT 005116 - ASSIGNMENT OF ANTITRUST CLAIMS

1.1 BONDS, CERTIFICATES, AND NOTICES

A. To be executed by Suppliers, Subcontractors, and Sub-Subcontractors of Contractors.

B. This Form must be submitted within 10 days of Bid Award.

Project: Polvadera Fire Station

Project Number: 2017-02-407

agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner.

It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

Firm: __________________________

By: __________________________
Signed by Individual Empowered to Obligate Supplier, Subcontractor, or Sub-Subcontractor

Title: __________________________

Date: __________________________
1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
   1. AIA Document A101, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
      a. The General Conditions for Project are AIA Document A201, "General Conditions of the Contract for Construction."
   2. The General Conditions are included in the Project Manual.
   3. Modifications to General Conditions for Project are included in the Project Manual.
   4. Supplementary Conditions modifying the General Conditions for Project are included in the Project Manual.
   5. Owner's document(s) bound following this Document.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docsurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:
   1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."

END OF DOCUMENT 006000
**Standard Form of Agreement Between Owner and Contractor**

where the basis of payment is a Stipulated Sum

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

**BETWEEN** the Owner:

(Name, legal status, address and other information)

«Socorro County Board of County Commissioners»
«PO Box 1 / 210 Park St
Socorro NM 87081-0327»
«Telephone Number: (575) 835-0589»
«Fax Number: (575) 835-4629»

and the Contractor:

(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:

(Name, location and detailed description)

Polvadera Fire Station
650 Highway 408
Polvadera NM 87828
«New fire station for Socorro County.»

The Architect:

(Name, legal status, address and other information)

«Studio Southwest Architects, Inc.»
«2101 Mountain Road NW
Albuquerque, NM 87104-1468»
«Telephone Number: (505) 843-9639»
«Fax Number: (505) 843-9683»

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

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

« »

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

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

« »
Portion of Work | Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« »

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

   (Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

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

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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

« »

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

§ 5.2 FINAL PAYMENT

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

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

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

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

« »

ARTICLE 6  DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

[ ] %

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

<Delilah A. Walsh>
<PO Box I / 210 Park St
Socorro NM 87081-0327>
<Telephone Number: (575) 835-0589 ext. 1110>
<Fax Number: (575) 835-4629>
<Email Address: dwalsh@co.socorro.nm.us>

§ 8.4 The Contractor’s representative:
(Name, address and other information)
§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the
other party.

§ 8.6 Other provisions:

ARTICLE 9  ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

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

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§ 9.1.6 The Addenda, if any:

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

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

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

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA
Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid,
Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract)
ARTICLE 10  INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

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

OWNER (Signature)
«Delilah A. Walsh»«, County Manager»
(Printed name and title)

CONTRACTOR (Signature)
« »«
(Printed name and title)
SIGNATURE PAGE

_________________________________ AND Socorro County Board of County Commissioners, fiscal agent

Contractor Authorized Agent

_________________________________ Owner Authorized Agent

Socorro County Manager

Title

Date Signed

Contractor Name Socorro County Board of County Commissioners, fiscal agent
Contractor Address P.O. Box I, 210 Park Street
Contractor Address Socorro, NM 87801
NM Tax ID Number: NM License Number:
Federal ID Number:
for the following PROJECT:
(Name and location or address):
Polvadera Fire Station
650 Highway 408
Polvadera, Nm 87828

THE OWNER:
(Name and address):
Socorro County Board of County Commissioners
P.O. Box 1
210 Park Street
Socorro, NM 87801

THE ARCHITECT:
(Name and address):
Studio Southwest Architects, Inc.
2101 Mountain Road NW
Albuquerque, NM 87104-1468

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2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
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11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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

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

This document has been approved and endorsed by The Associated General Contractors of America

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ARTICLE 1   GENERAL PROVISIONS
§ 1.1 BASIC DEFINITIONS
§ 1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and 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 or 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 THE PROJECT MANUAL
The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 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.

§ 1.2.2 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 which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
§ 1.3 CAPITALIZATION
§ 1.3.1 Terms capitalized in these General Conditions include those which 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
§ 1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS
§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 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.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Contractor, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or
§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the
Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

§ 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 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES
§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which 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 AND NOTICES
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 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;
.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 in sufficient time to avoid delay in the Work.

§ 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. Important
communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

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

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review 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
§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

§ 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. 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 which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.
§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services which 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. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE
§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits 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.

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

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.
§ 3.16 ACCESS TO WORK
§ 3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, 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 which 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 ADMINISTRATION OF THE CONTRACT
§ 4.1 ARCHITECT
§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

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

§ 4.2 ARCHITECT'S 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 (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and
§ 4.2.3 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 Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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User Notes:
§ 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 in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 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 initial 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 so 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.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 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.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.
§ 4.3.7 Claims for Additional Time
§ 4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 4.3.7.2 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.

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

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

§ 4.3.10 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 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES
§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the 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 Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.
§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 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 prior to resolution of the Claim by the Architect, by mediation or by arbitration.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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

§ 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.
§ 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.

§ 4.6.5 Claims and Timely Assertion of Claims. 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.

§ 4.6.6 Judgment on Final Award. 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.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.
§ 5.3 SUBCONTRACTUAL RELATIONS

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

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

§ 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to those including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP
§ 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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

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

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

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:
.1 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.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 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 7.3.6.

§ 7.3.4 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.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. 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 7.3.6 shall be limited to the following:

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

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

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

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

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

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

§ 7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.
ARTICLE 8   TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 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.

§ 9.2 SCHEDULE OF VALUES
§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which 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 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

1. defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless
security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or
equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.6 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 promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the
amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said
Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of
such 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 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a
Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and
9.6.4.

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

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

§ 9.7 FAILURE OF PAYMENT
§ 9.7.1 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
arbitration, then the Contractor may, upon seven additional days' written 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 shut-down, delay and
start-up, plus interest as provided for in the Contract Documents.
§ 9.8 SUBSTANTIAL COMPLETION
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

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

§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

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

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

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 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 or to destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.
§ 10.6 EMERGENCIES

§ 10.6.1 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 Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR’S LIABILITY INSURANCE

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

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

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor’s information and belief.

§ 11.2 OWNER’S LIABILITY INSURANCE

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor’s usual sources as primary coverage for the Owner’s, Contractor’s and Architect’s vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor’s Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.
§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor’s Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE
§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

§ 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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

§ 11.4.3 Loss of Use Insurance. The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.
§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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 required 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 which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 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 performance 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 which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have 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.

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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
§ 12.3.1 If the Owner prefers to accept Work which 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
§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

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

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

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

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

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

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.
§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

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

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD
§ 13.7.1 As between the Owner and Contractor:

.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency which 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 because the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days'
written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work
executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery,
including reasonable overhead, profit and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:
 .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper
 materials;
 .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective
 agreements between the Contractor and the Subcontractors;
 .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having
 jurisdiction; or
 .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause
exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the
Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor
and may, subject to any prior rights of the surety:
 .1 take possession of the site and 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 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 Architect, 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include
profit. No adjustment shall be made to the extent:
 .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause
 for which the Contractor is responsible; or
 .2 that an equitable adjustment is made or denied under another provision of the Contract.
§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.
DOCUMENT 007201 - MODIFICATIONS TO GENERAL CONDITIONS

1.1 SUPPLEMENTARY CONDITIONS

A. The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201, 1997. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect.

1.2 ARTICLE 1

A. Add the following subparagraph to Paragraph 1.1:

1.1.8 ADDITIONAL DEFINITIONS

a. The following definitions shall apply throughout the Bidding Documents or Contract Documents unless otherwise specified:

1) SURETY: The person or entity obligated to provide such performance or payment as set forth in bonds required by the Contract Documents.

2) UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.

3) USER: The agency or agencies or designated entity for whose use the Project is being constructed.

B. Substitute the following for Subparagraphs 1.3.1:

1. All designs, drawings, specifications, notes, and other work developed in the performance of this Contract and copies thereof furnished by the Architect/Engineer shall be the sole property of the Owner. They are to be used only with respect to this Project and are not to be used on any other project.

1.3 ARTICLE 2

A. Add the following Paragraph 2.5

2.5 ADMINISTRATION OF THE CONTRACT.

a. 2.5.1 The Owner and his agents shall at all times have access to the work whenever it is in preparation and progress. The Owner, as outlined in the Contract Documents, shall request change orders through the Architect/Engineer. The final acceptance of the project shall be made by representatives of the Architect/Engineer, Owner, and Contractor.

1.4 ARTICLE 3

A. Add the following Subparagraph 3.4.4

3.4.4 After the Contract has been executed, the Owner will consider a formal request for the substitution of products in place of those specified only under conditions set forth in the General Requirements of the Technical Specifications.

B. Add the following Subparagraph 3.6.2:

3.6.2 Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts taxes or applicable local option tax but that the Owner shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipt tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract (§13-1-108 NMSA 1978).

C. Add the following sentence to Subparagraph 3.7.1:
1. 3.7.1 Included in the above listing is the fee charged by state or local governmental entity for review of plans prior to issuance of the building permit. The Contractor must secure all required and necessary building permits for general construction from the Construction Industries.

D. Add the following to Subparagraph 3.10.1:
1. The construction schedule shall be submitted no later than fifteen (15) days after receipt of the Notice to Proceed. The schedule shall be revised by the Contractor from time to time to reflect all changes in contract Work and adjustments in time, money, or both that are approved by the Architect/Engineer. The schedule shall show the date of commencement of work on each pertinent phase or item of construction, percentage of scheduled completion at the end of each fifteen (15) days, and the date of completion of each phase or item of work. The progress schedule shall indicate labor, materials, and equipment actually incorporated into the Work (construction in place). No progress shall be indicated for materials and equipment on the site by not incorporated into the Work. The schedule shall be submitted each month with the Pay Request, in duplicate. No payment will be made without the schedule.

E. Add the following subparagraph to Paragraph 3.15:
1. 3.15.3 The Contractor shall thoroughly clean the premises at the completion of the work to the satisfaction of the Owner.

1.5 ARTICLE 4

A. Amend subparagraph 4.2.9 as follows:
1. Add the phrase “and the Owner” after the word Architect in the first sentence.

B. 11.0 Substitute the following for Paragraph 4.4:
1. 4.4 AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION
   a. 4.4.1 Any claims, disputes, or other matters in question between the Contractor and the Owner, except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5 shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within fifteen (15) days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineers decision, are there by aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten (10) days after the Owner or the Contractor has presented his request, that party may consider himself aggrieved and may proceed to exercise his rights.
   b. 4.4.2 A settlement agreement signed by the Owner and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.
   c. 4.4.3 The parties may enter into a written agreement setting forth procedures that will resolve the dispute by means of binding arbitration.
   d. 4.4.4 Unless work is stopped or payment withheld in accordance with the conditions of the contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any aggrievement proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.
   e. 4.4.5 In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

C. Delete the word “shall” in line 2 of subparagraph 4.5.1 and substitute the word “may”.

D. Add the following clause 4.6.7:
1. **ARTICLE 7**

   **A.** Amend Subparagraph 7.3.6 as follows:
   
   1. In the first sentence, delete the words “a reasonable allowance for overhead and profit” and substitute “an allowance for overhead and profit in accordance with subparagraph 7.3.10 below”.

   **B.** Add new Subparagraphs 7.3.6.6 Define the cost of supervision and field office personnel as that staff which is directly overseeing the work and includes the cost for the general contractor’s superintendent(s), field engineers, project manager(s) and other administrative staff.

   **C.** Add new Subparagraphs 7.3.10 and 7.3.11.
   
   1. **7.3.10 Overhead and Profit**
   
   2. **7.3.10.1 Allowance for overhead and profit for the party performing the work will be based on the value of labor, material and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 7½ percent overhead and 7½ percent profit for the first $50,000; 7½ percent overhead and 5% profit on the balance over $50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.
   
   3. **7.3.10.2 The prime contractor’s or upper-tier subcontractor’s fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Combined overhead and profit on changes will not exceed the following: 7½ percent on the first $50,000; and 5% on balance over $50,000.**
   
   4. **7.3.10.3 Nor more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.**
   
   5. **7.3.10.4 Where the contractor or subcontractor’s portion of a change involve credit terms only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the Contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly included as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.**
   
   6. **7.3.10.5 Overhead an contractor’s fee percentages shall be considered to include field and office supervisors and assistants, watchmen, use of small tools, incident job burdens and general home office expenses and no separate allowance will be made thereof.**
   
   7. **7.3.11 The quotation of Work under a Change Order shall be binding for sixty (60) days from the date submitted by the contractor.**

1.7 **ARTICLE 8**

   **A.** Add the following Subparagraph 8.2.4:
   
   1. **8.2.4 If the Contractor shall neglect, fail or refuse to complete the Work within time herein specified or the time established by himself for his scheduled completion, whichever is the earliest then said Contractor does hereby agree, as part consideration for awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the contractor shall be in default after earliest time stipulated in contract for completing work. Provided, that the Contractor shall not be charged with liquidated damages or any excess when delay in completion of Work is due;**
2. 8.2.4.1 To any performance, priority or allocation order duly issued by the government:
3. 8.2.4.2 To unforeseeable cause beyond control and without fault or negligence of Contractor including but not restricted to, acts of God or public enemy, acts of Owner, acts of another Contractor in performance of a contract with Owner, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes and unusually severe weather, and
4. 8.2.4.3 To any substantiated delays of Subcontractors and/or material suppliers occasioned by any of the causes specified in subsections 1 and 2 above.

B. Add to Subparagraph 8.3.1 the following sentence:
1. Where individual items or designated portions of the Work require changes in completion time, but are not interrelated with items of work governed by the Contract Time, the Architect/Engineer and the Owner may establish by Change Order separate completion dates with separate Liquidated Damages acceptable to the Contractor and leave the Contract time unchanged.

C. Add the following sentence to Subparagraph 8.3.2
1. Requests for and granted extensions of time shall commence on the Contractor’s scheduled date of completion unless that date and the date of substantial completion are concurrent, then the extension shall apply to the Contract Time.

1.8 ARTICLE 9

A. Add a new Subparagraph 9.5.1.8:
1. 9.5.1.8 The contract sum has been reduced by change order, leaving insufficient monies in the contract to make such payment in accordance with the other provisions of this paragraph.

B. Add to Subparagraph 9.6.1 the following sentence:
1. The Owner for “good cause” may refuse to make payment of the full amount requested by the Contractor and recommended by the Architect/Engineer in order to protect itself from loss because of subparagraphs 9.5.1.2 through 9.5.1.8 but the Owner must give the Contractor immediate written notice (with a copy to the Architect/Engineer) stating the reasons for such action.

C. Substitute the following for Subparagraphs 9.8.1:
1. The following are conditions precedent for Substantial Completion. Full or partial occupancy or use of the facility by the Owner, in and of itself, shall not constitute Substantial Completion:
2. Inspection, approval and occupancy permit issued by regulatory agencies having jurisdiction and without conditions. Conditional occupancy permits do not satisfy Substantial Completion requirements.
   a. All building systems are in place, functional and accepted by the consultant.
   b. HVAC systems have been tested and balanced with a preliminary balance report submitted to, and accepted by, the Consultant and Owner.
   c. Facility can be secured by the Owner.
   d. Landscape and site work completed.
   e. Odor or fume generating activities, are complete. This includes work such as painting, staining, floor installation, etc. This also includes odor-generating activities that originate in/on non-occupied spaces, but could enter and contaminate occupied areas.
   f. Final cleaning is complete and all construction air filters have been replaced with clean permanent air filters.
   g. All dust generating activities within occupied spaces have been completed. This includes dust generating activities that originate in/on non-occupied spaces, but could enter and contaminate occupied areas.
   h. Submittals of O & M manuals have been submitted and accepted by the Architect and Owner, and operation and maintenance training necessary for the Owner’s personnel to maintain operation and occupancy of the facility has been completed. The Contractor remains liable and responsible for any damage to systems or equipment until the Owner receives this information and training.
i. All conveying systems, mechanical, plumbing, electrical, life safety and security or other special systems and equipment are complete and operational to the extent that the Owner can safely use and occupy the facility.

j. Remaining punch-list items do not represent a hazard to the Owner and occupants in order for the Contractor and its Subcontractors to complete each item. Completion of punch-list items should not cause interruption or disruption to the Owner’s functions due to noise, dust, odor, etc., or they must be accomplished and completed during off-hours convenient to the Owner’s operations and at no added cost to the Owner.

D. Add the following Paragraph 9.11:
1. 9.11 LIQUIDATED DAMAGES
   a. 9.11.1 The Contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete. Liquidated damages set forth in the Agreement will be assessed from the Contractor’s scheduled completion date, unless that date coincides with the Date of Substantial Completion, then it will be assessed from that date.

1.9 ARTICLE 10

A. Delete paragraphs 10.3.3 and 10.5.

1.10 ARTICLE 11

A. Substitute the following paragraph for Paragraph 11.4:
1. 11.4 PROPERTY INSURANCE
   2. 11.4.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurances held by the Owner as trustee. The Owner or the Contractor as appropriate shall require the Architect/Engineer, other Contractors, Subcontractors, and Sub Subcontractors to similarly waive rights of subrogation of property insurances.
   3. 11.4.4 If the Owner finds it necessary to occupy or use any portion of the work prior to Substantial Completion such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance’s or self-insurance coverage, not prior to the time the builder’s risk property insurer has consented to such occupancy or use. The Contractor’s consent to such occupancy or use shall not be unreasonably withheld.

B. Substitute the following for Subparagraphs 11.5.1, 11.5.2 and 11.5.3:
1. 11.5.1 The Contractor shall post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond, forms attached hereto with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds as published in federal circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
   2. 11.5.2 Special attention is called to the requirements of §13.1.18 through §13-4-20, NMSA 1978, regarding a Contractor who does not have his principal place of business in the State of New Mexico for all taxes due arising out of construction services rendered under the Contract.
   3. 11.5.3 The right to sue on this Bond accrues only to the Owner and the parties to whom §13-4-18 through §13-4-20, NMSA 1978, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.
1.11 ARTICLE 12

A. Add the following to Subparagraph 12.2.3:
   1. Should the Architect/Engineer determine that any portion of the Work arises from the requirements of the Contract Documents, the Architect/Engineer shall promptly notify the Owner of the nature of the non-compliance and the correction of the work required.

END OF DOCUMENT 007201
1.1 SUPPLEMENTARY CONDITIONS

A. The following supplements are added to the “General Conditions of the Contract for Construction,” AIA Document A201, 1997. The unaltered provisions of the General Conditions shall remain in effect.

1.2 CONSTRUCTION INDUSTRIES LICENSING ACT

A. This Contract is subject to the provisions of the New Mexico Construction Industries Licensing Act (§60-13-1 to §60-13-59 NMSA 1978), the rules and regulations of the New Mexico Construction Industries Commission and the rules, regulations and codes of the various trade boards adopted pursuant to the Construction Industries Licensing Act.

1.3 CONTRACT AUDIT

A. The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated Contract or subcontract other than a firm fixed-price Contract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime Contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract unless a shorter period is otherwise authorized by the Owner in writing (§13-1-161 NMSA 1978).

1.4 ASSIGNMENT OF ANTITRUST CLAIMS

A. All contractors, suppliers, and subcontractors agree that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with this Project are hereby assigned to the Owner and the funding agency, but only to the extent that such overcharges are passed onto the Owner. It is agreed that the contractor, supplier, subcontractor or sub-subcontractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

1.5 BRIBES, GRATUITIES, AND KICKBACKS

A. It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Contract and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978).

B. Pursuant to §13-1-191 NMSA 1978 reference is hereby made to the criminal laws of New Mexico (including §30-24-1 through §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

1.6 NON-RESIDENT CONTRACTOR’S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

A. §7-1-55A NMSA 1978 provides that any person (as defined in §7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this state shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by §7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate
from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate, that the requirements of this paragraph have been met.

B. If the total sum to be paid under the contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (§7-1-55B NMSA 1978).

C. In addition to the above requirements, the Contractor will be subject to all the requirements of §7-1-55 NMSA 1978.

1.7 CONTRACTOR’S GROSS RECEIPTS TAX REGISTRATION

A. §7-10-4 NMSA 1978 provides that any person (as defined in §7-10-3 NMSA 1978) performing services for the State or its political subdivisions, as those terms are used in the Gross Receipts and Compensating Tax Act (§7-10-1 through §7-10-5 NMSA 1978) must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department of the state to pay the gross receipts tax.

B. For information in obtaining the identification number contact: Revenue Division, Taxation and Revenue Department, Manuel Lujan Sr. Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87503, or call (505) 988-2290.

C. If any person who performs services for the state or its political subdivisions is not registered to pay the gross receipts tax, the Owner shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue division to pay the gross receipts tax.

1.8 CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS, AGENT FOR SERVICE OF PROCESS

A. Special attention of Contractors is called to the requirements of §13-4-21 through §13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

1.9 SAFETY STANDARDS AND ACCIDENT PREVENTION

A. With respect to all work performed under this contract, the Contractor shall:

1. Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (P.L. 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No. 75, Saturday, April 17, 1971.

2. Within a reasonable time period but before the start of any construction, the Contractor shall submit a written safety plan to the Architect/Engineer for review.

3. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

4. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor’s care.

5. Safety is the exclusive responsibility of the Contractor.
1.10 PROJECT IDENTIFICATION SIGN

A. Refer to Section 015000 “Temporary Facilities and Controls” for project identification signs.

1.11 EQUAL OPPORTUNITY

A. The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

B. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

1.12 DEBARRED OR SUSPENDED CONTRACTORS

A. A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17, NMSA 1978, shall not be permitted to do business with the Owner and shall not be considered for award of contract during the period for which it is debarred or suspended.

1.13 BUILDER’S RISK INSURANCE

A. The Contractor shall provide and maintain Builder’s Risk Insurance on a 100 percent completed value basis on the insurable portions of the project for the benefit of the County.

1.14 MINIMUM WAGE RATES

A. The Contractor warrants and agrees that it and all subcontractors shall comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act, §13-4-11 NMSA 1978 (if the project is over $60,000); and other statutes pertaining to public works in New Mexico. The attached Minimum Wage Rate Determinations are declared to be prevailing and apply to the construction.

B. Submission of weekly payroll records to the Owner and Labor Commission is mandatory. Provide a concurrent copy to the Architect. Include the decision number on Contractor's and subcontractor’s payrolls. The scale of wages shall also be posted in a prominent location at the site.

C. In the event it is found by the Labor Commission, that any laborer or mechanic employed by the Contractor or Subcontractor on the site of the project covered by this Contract, has been or is being paid as a result of a willful violation, a rate of wages less than the rate of wages required by the Contract, the Owner may, by written notice to the Contractor and his subcontractor, if the violation involves a Subcontractor, terminate their right to proceed with the Work or such part of the Work as to which there has been a willful failure to pay the required wages and the Owner may prosecute the work to completion by contract or otherwise, and the Contractor shall be liable to the Owner and the State of New Mexico for any excess cost occasioned thereby.
1.15 OTHER ADDITIONAL CONDITIONS

A. No materials containing asbestos shall be incorporated into the work. The Owner shall have the right to test any material suspected of containing asbestos. If these tests reveal the existence of asbestos in any work installed under this contract, the Contractor shall arrange and pay for its removal in accordance with applicable laws and regulations. The Contractor shall also be responsible for the cost of testing, including all design fees required for removal.

B. No materials shall be installed which contain lead, in areas to be occupied by or accessible to children.

C. Approximately eleven (11) months after the date of Substantial Completion, the Contractor shall attend a walkthrough of the work, with the Architect and the Owner’s representative, to identify any defective work covered by Article 12 of the General Conditions. The Architect shall prepare a list of defective items to be corrected and the Contractor shall correct all items within thirty (30) days after receipt of such list. Nothing in this paragraph, or Article 12 of the General Conditions, shall diminish the Contractor’s obligations to correct work within the time limits covered by warranties and guarantees of longer duration, or specific portions of the work, where required elsewhere in the Contract Documents.

1.16 OSHA STANDARDS

A. The Contractor shall comply with OSHA standards, EPA (when appropriate), and all other applicable Federal, State, and Sierra County Safety and Health Requirements.

B. The Contractor shall provide to Socorro County: (a) Written documentation which identifies all hazardous materials that they must use on the work site or the job; (b) A written and signed statement that the Contractor is in compliance with OSHA 29 CFR 1926.59, Hazard Communication, and (c) A written “Site Safety” plan outlining what precautions and protective measures the Contractor shall take to lessen the possibility of hazardous exposures to the Contractor’s employees as well as others working or visiting the County Facility or work site; (i.e. County, State, City, Federal or Public school employees, private citizens, etc.)

END OF DOCUMENT 007300
1.1 WAGE RATE DETERMINATION

A. The state Minimum Wage Rate Determination and related documents issued for this project follow this page.

END OF DOCUMENT 007346
PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than $60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is $60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: [http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.
### Base Rate

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Base Rate</th>
<th>Fringe Rate</th>
<th>Apprenticeship</th>
</tr>
</thead>
<tbody>
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<td>Asbestos Worker - Heat &amp; Frost Insulator</td>
<td>31.26</td>
<td>11.11</td>
<td>0.50</td>
</tr>
<tr>
<td>Boilermaker</td>
<td>21.77</td>
<td>3.98</td>
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<tr>
<td>Bricklayer/Blocklayer/Stone mason</td>
<td>23.46</td>
<td>7.66</td>
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</tr>
<tr>
<td>Carpenter/Lather</td>
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<td>Cement Mason</td>
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### Apprenticeship

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<td>Carpenter/Lather</td>
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### Inside Classifications

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<td>Tile Setter Helper/Finisher</td>
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### Laborers

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### Operators

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<td>Group VIII</td>
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<tr>
<td>Group IX</td>
<td>16.32</td>
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NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.
Wage Decision Approval Summary

1) Project Title: Polvadera Fire Station
Requested Date: 07/05/2017
Approved Date: 07/06/2017
Approved Wage Decision Number: SO-17-1100-B

Wage Decision Expiration Date for Bids: 11/03/2017

2) Physical Location of Jobsite for Project:
Job Site Address: 650 Highway 408
Job Site City: Polvadera
Job Site County: Socorro

3) Contracting Agency Name (Department or Bureau): Socorro County
Contracting Agency Contact's Name: Delilah Walsh
Contracting Agency Contact's Phone: (575) 835-0589 Ext. 1110

4) Estimated Contract Award Date: 09/05/2017

5) Estimated total project cost: $150,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - New metal building approximately 5,000 square feet to house the Polvadera Fire Station
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: A four garage bay County Fire Station Facility

6) Classifications of Construction:

<table>
<thead>
<tr>
<th>Classification Type and Cost Total</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Building (B) Cost: $150,000.00</td>
<td>A. Project Description: A new 5,000 square foot fire station facility, mixed use occupancy (B and S1), type V-B non-sprinkled construction. The project includes earthwork, site utilities, site paving, concrete foundations, pre-engineered metal building structure and skin, thermal insulation, hollow metal windows and doors, aluminum storefront entry door, light gage framing, finishes, residential appliances and kitchen equipment, plumbing systems, mechanical systems, electrical systems, telecom and security electronic systems. Owner provided materials include: Prefabricated Rhino Metal Building package, Casework, Appliances, Equipment and Furniture.</td>
</tr>
</tbody>
</table>
SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Work by Owner.
   4. Owner-furnished Products.
   5. Access to site.
   6. Work restrictions.
   7. Specification and drawing conventions.

1.2 PROJECT INFORMATION

A. Project Identification: Polvadera Fire Station.
   1. Project Location: 650 Highway 408, Polvadera, New Mexico 87808.

B. Owner: Socorro County Board of County Commissioners.
   1. Owner’s Representative: Delilah Walsh, Socorro County Manager, P.O. Box I, 210 Park Street, Socorro, New Mexico 87801.

C. Architect: Studio Southwest Architects, Inc., 2101 Mountain Road NW, Albuquerque, New Mexico 87104.

D. Architect’s Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
   1. Civil, Mechanical, Plumbing and Electrical Engineering: ABQ Engineering, Inc. 8102 Menaul Blvd NE Albuquerque, New Mexico 87110.

E. Construction Documents will be provided in electronic format. Include the cost of printed sets for Contractor’s use in the contract sum.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
   1. A new 5,000 square foot fire station facility, mixed use occupancy (B and S1), type V-B non-sprinkled construction. The project includes earthwork, site utilities, site paving, concrete foundations, pre-engineered metal building structure and skin (provided by Owner), thermal insulation, hollow metal windows and doors, aluminum storefront entry door, light gage framing, finishes, residential appliances and kitchen equipment, plumbing systems, mechanical systems, electrical systems, telecom and security electronic systems.

B. Type of Contract:
   1. Project will be constructed under a single prime contract.
1.4 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
   1. Concurrent Work: Owner may perform the following construction operations as part of the base bid at Project site. Those operations will be conducted simultaneously with work under this Contract:
      a. Off-site utility Work and Paving. County will install utility stubs from the street to the fire station site and pave the access road under a separate contract.

1.5 OWNER-FURNISHED PRODUCTS

A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.
   1. Owner-Furnished Products:
      a. Fill material. The Owner will provide all fill material for earthwork. The fill material is located less than 5 miles from the site.
      b. Residential Breakroom equipment, fixtures and appliances. The Contractor shall install the equipment, fixtures and appliances. Refer to Section 113013 – Residential Appliances and Drawing A-401.

1.6 ACCESS TO SITE

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

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions during construction.

B. Related Requirements:
   1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
      h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
      j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include
letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.


b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

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

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.

d. Requested substitution has received necessary approvals of authorities having jurisdiction.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.

g. Requested substitution provides specified warranty.

h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500
SECTION 012500 – SUBSTITUTION PROCEDURES
SUBSTITUTION REQUEST FORM

To: Studio Southwest Architects, Inc.

Project: Polvadera Fire Station

We hereby submit this proposed substitution for consideration to the specified item for the above project:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
<th>Paragraph /Line</th>
<th>Specified Item</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposed Substitution: ____________________________________________________________

Attach complete product descriptions, drawings, photographs, performance and test data, and other information necessary for evaluation.

A. Why cannot the specified material or product be provided?

B. Will changes be required to building design in order to properly install proposed substitution?
   Yes __ No __ If yes, please explain: ____________________________________________

C. Will the undersigned pay for changes to the building design, including engineering and drawing caused by requested substitution? Yes __ No __

D. What differences exist between proposed substitution and specified item?

E. Does substitution affect drawing dimensions? Yes __ No __ If yes, please explain. ______________

F. What affect does this substitution have on other trades? _________________________________

G. Does manufacturer’s warranty of proposed substitution differ from that specified? Yes __ No __
   If yes, please explain. __________________________________________________________

H. Will substitution affect progress schedule? Yes __ No __ If yes, please explain: ______________

I. Will substitution require more license fees or royalties than specified product?
   Yes __ No __ If yes, please explain. ____________________________________________
J. Will substitution cost more than specified product? Yes ___ No ___ If yes or no, explain how much.

________________________________________________________

K. Will maintenance and service parts be locally available for substitution?
Yes ___ No ___ If no, please explain. ____________________________________________

________________________________________________________

L. Attach submittal to this form.

Submitted By:

Signature_________________________ Date_________________________

Firm_________________________ Telephone_________________________

Address_________________________

For Architect’s/Engineer’s Use Only

Signature_________________________ Date_________________________

Firm_________________________

_____Recommended _____Not Recommended

For Owner’s Use Only:

Signature_________________________ Date_________________________

_____Accepted _____Not accepted
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
      e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.5 CHANGE ORDER PROCEDURES


PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
      a. Application for Payment forms with continuation sheets.
      b. Submittal schedule.
      c. Items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.
      d. Contractor's name and address.
      e. Date of submittal.
   2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
      a. Related Specification Section or Division.
      b. Description of the Work.
      c. Name of subcontractor.
      d. Name of manufacturer or fabricator.
      e. Name of supplier.
      f. Change Orders (numbers) that affect value.
      g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
         1) Labor.
         2) Materials.
         3) Equipment.
   4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
      a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
   6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor’s option.

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

C. Close-out: Include separate line items under required principal subcontract line items for Operation and Maintenance Manuals, Punch List activities, Project Record Documents, and Demonstration and Training in the amount of three percent (3%) of each principal line item.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Submit Application for Payment to Architect by the twenty-fifth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
   1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
   3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
   4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
   1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
   2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
   3. Provide summary documentation for stored materials indicating the following:
      a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
      b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
      c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled, including subcontractors and suppliers, to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit conditional final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Products list (preliminary if not final).
   5. Schedule of unit prices.
   6. Submittal schedule (preliminary if not final).
   7. List of Contractor's staff assignments.
   8. List of Contractor's principal consultants.
  11. Initial progress report.
  13. Certificates of insurance and insurance policies.
  15. Data needed to acquire Owner's insurance.

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

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
   6. AIA Document G707, "Consent of Surety to Final Payment."
   7. Evidence that claims have been settled.
   8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General coordination procedures.
   2. Coordination drawings.
   3. Requests for Information (RFIs).
   4. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
   1. Owner and Architect the right to request different superintendent and project manager based on previous experience.
   2. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memorandums for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's construction schedule.
   2. Preparation of the schedule of values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Preinstallation conferences.
   7. Project closeout activities.
   8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
   a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
   b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
   c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
   e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
   f. Indicate required installation sequences.
   g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
   1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
   a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
   1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
   1. The following Contractor-generated RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for approval of Contractor's means and methods.
      d. Requests for coordination information already indicated in the Contract Documents.
      e. Requests for adjustments in the Contract Time or the Contract Sum.
      f. Requests for interpretation of Architect's actions on submittals.
      g. Incomplete RFIs or inaccurately prepared RFIs.
   2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
   3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Software log with not less than the following:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Architect.
   4. RFI number including RFIs that were returned without action or withdrawn.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
   1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.

2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Critical work sequencing and long-lead items.
   c. Designation of key personnel and their duties.
   d. Lines of communications.
   e. Procedures for processing field decisions and Change Orders.
   f. Procedures for RFI's.
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of record documents.
   l. Use of the premises.
   m. Work restrictions.
   n. Working hours.
   o. Responsibility for temporary facilities and controls.
   p. Procedures for moisture and mold control.
   q. Procedures for disruptions and shutdowns.
   r. Construction waste management and recycling.
   s. Parking availability.
   t. Office, work, and storage areas.
   u. Equipment deliveries and priorities.
   v. First aid.
   w. Security.
   x. Progress cleaning.

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

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.

2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

   a. Preparation of record documents.
   b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
   c. Submittal of written warranties.
   d. Requirements for preparing operations and maintenance data.
   e. Requirements for delivery of material samples, attic stock, and spare parts.
   f. Requirements for demonstration and training.
   g. Preparation of Contractor's punch list.
   h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
   i. Submittal procedures.
   j. Coordination of separate contracts.
   k. Owner's partial occupancy requirements.
   l. Installation of Owner's furniture, fixtures, and equipment.
   m. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.

2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination,
or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Review present and future needs of each entity present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Progress cleaning.
     10) Quality and work standards.
     11) Status of correction of deficient items.
     12) Field observations.
     13) Status of RFIs.
     14) Status of proposal requests.
     15) Pending changes.
     16) Status of Change Orders.
     17) Pending claims and disputes.
     18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

F. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
   1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each contractor present, including the following:
   1) Interface requirements.
   2) Sequence of operations.
   3) Status of submittals.
   4) Deliveries.
   5) Off-site fabrication.
   6) Access.
   7) Site utilization.
   8) Temporary facilities and controls.
   9) Work hours.
   10) Hazards and risks.
   11) Progress cleaning.
   12) Quality and work standards.
   13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor's construction schedule.
   2. Daily construction reports.
   3. Site condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF electronic file.

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

C. Daily Construction Reports: Submit at weekly intervals.

D. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. **Activity Duration:** Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. **Procurement Activities:** Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. **Submittal Review Time:** Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor’s construction schedule with submittal schedule.

4. **Startup and Testing Time:** Include no fewer than 15 days for startup and testing.

5. **Substantial Completion:** Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

6. **Punch List and Final Completion:** Include not more than 30 days for completion of punch list items and final completion.

**C. Upcoming Work Summary:** Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

**D. Recovery Schedule:** When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

**E. Computer Scheduling Software:** Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

### 2.2 CONTRACTOR’S CONSTRUCTION SCHEDULE (GANTT CHART)

**A. Gantt-Chart Schedule:** Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.

**B. Preparation:** Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

### 2.3 REPORTS

**A. Daily Construction Reports:** Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. Equipment at Project site.
5. High and low temperatures and general weather conditions, including presence of rain or snow.
6. Accidents.
7. Meetings and significant decisions.
8. Stoppages, delays, shortages, and losses.
9. Orders and requests of authorities having jurisdiction.
10. Change Orders received and implemented.
11. Construction Change Directives received and implemented.
12. Services connected and disconnected.
13. Equipment or system tests and startups.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

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

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

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.


1.3 ACTION SUBMITTALS

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

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

2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
   a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Name of subcontractor.
   d. Scheduled date for Architect's final release or approval.
1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
      a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
      c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.
      d. The following digital data files will be furnished for each appropriate discipline:
         1) Floor plans.
         2) Reflected ceiling plans.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
   2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
   3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
   2. Name file with submittal number or other unique identifier, including revision identifier.
      a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
   3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
   4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
      a. Project name.
      b. Date.
      c. Name and address of Architect.
      d. Name of Construction Manager.
      e. Name of Contractor.
      f. Name of firm or entity that prepared submittal.
      g. Names of subcontractor, manufacturer, and supplier.
      h. Category and type of submittal.
i. Submittal purpose and description.

j. Specification Section number and title.

k. Specification paragraph number or drawing designation and generic name for each of multiple items.

l. Drawing number and detail references, as appropriate.

m. Location(s) where product is to be installed, as appropriate.

n. Related physical samples submitted directly.

o. Indication of full or partial submittal.

p. Transmittal number.

q. Submittal and transmittal distribution record.

r. Other necessary identification.

s. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

a. Project name.

b. Number and title of appropriate Specification Section.

c. Manufacturer name.

d. Product name.

E. Options: Identify options requiring selection by Architect.

F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email or through Architect's FTP site as PDF electronic files.


2. Action Submittals: Submit PDF of each submittal unless otherwise indicated. Architect will return annotated file.

3. Informational Submittals: Submit PDF of each submittal unless otherwise indicated. Architect will not return the submittal.

4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer’s catalog cuts.
   b. Manufacturer’s product specifications.
   c. Color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
   a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 24 by 36 inches.
3. Submit Shop Drawings in the following format:
   a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.
   e. Specification paragraph number and generic name of each item.
3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
   2. Manufacturer and product name, and model number if applicable.
   3. Number and name of room or space.
   4. Location within room or space.
   5. Submit product schedule in the following format:
      a. PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
L. **Welding Certificates:** Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

M. **Installer Certificates:** Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

**PART 3 - EXECUTION**

3.1 **CONTRACTOR'S REVIEW**

A. **Action and Informational Submittals:** Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. **Project Closeout and Maintenance Material Submittals:** See requirements in Section 017700 "Closeout Procedures."

C. **Approval Stamp:** Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
3.2 ARCHITECT’S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals obviously not reviewed by the General Contractor are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

F. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
   4. Specific test and inspection requirements are not specified in this Section.

C. Contractor is required to provide testing services. Special Inspections specified in this section and included elsewhere in the construction documents shall be provided by the Owner.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and reinspecting.

B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
      d. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
      e. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of agencies engaged and a description of types of inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
   1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL INSPECTIONS

A. Special Inspections: Owner will engage a qualified special inspector to conduct special inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
   1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Submitting a certified written report of each inspection and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Submitting a final report of special inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG
   A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
      1. Date test or inspection was conducted.
      2. Description of the Work tested or inspected.
      3. Date test or inspection results were transmitted to Architect.
      4. Identification of testing agency or special inspector conducting test or inspection.
   B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION
   A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
      1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
   B. Protect construction exposed by or for quality-control service activities.
   C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
15. AIA - American Institute of Architects (The); www.aia.org.
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
28. ASCE - American Society of Civil Engineers; www.asce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bbwbadminton.org.
49. CEA - Canadian Electricity Association; www.electricity.ca.
50. CEA - Consumer Electronics Association; www.ce.org.
52. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
57. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
60. CRRC - Cool Roof Rating Council; www.coolroofs.org.
61. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
62. CSA - Canadian Standards Association; www.csa.ca.
63. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
64. CSI - Construction Specifications Institute (The); www.csinet.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
67. CWC - Composite Wood Council; (See CPA).
69. DHI - Door and Hardware Institute; www.dhi.org.
70. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
72. ECIA - Electronic Components Industry Association; www.eciaonline.org
73. EIA - Electronic Industries Alliance; (See TIA).
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. FIBA - Fédération Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Fédération Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
86. GA - Gypsum Association; www.gypsum.org.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
REFERENCES

95. IAS - International Accreditation Service; www.iasonline.org.
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
99. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
101. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
116. ITU - International Telecommunication Union; www.itu.int/home.
117. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
118. LMA - Laminating Materials Association; (See CPA).
120. MBMA - Metal Building Manufacturers Association; www.mbma.com.
121. MCA - Metal Construction Association; www.metalconstruction.org.
125. MIA - Marble Institute of America; www.marble-institute.com.
126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
130. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
134. NCAAA - National Collegiate Athletic Association (The); www.ncaa.org.
135. NCMA - National Concrete Masonry Association; www.ncma.org.
137. NECA - National Electrical Contractors Association; www.necanet.org.
139. NEMA - National Electrical Manufacturers Association; www.nema.org.
140. NETA - InterNational Electrical Testing Association; www.netaworld.org.
141. NFHS - National Federation of State High School Associations; www.nfhs.org.
REFERENCES

143. NFPA - NFPA International; (See NFPA).
146. NLGA - National Lumber Grades Authority; www.nlga.org.
147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
149. NRCA - National Roofing Contractors Association; www.nrca.net.
150. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
151. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
152. NSPE - National Society of Professional Engineers; www.nspe.org.
154. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
194. USAV - USA Volleyball; www.usavolleyball.org.
198. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
199. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
201. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
202. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
204. WPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; http://eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. CID; New Mexico Construction Industries Division.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service: Pay water-service use charges for water used by all entities for construction operations.

C. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails, with galvanized barbed-wire top strand.
2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. OPTIONAL: Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Install electric power service underground unless otherwise indicated.

G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
3.3 SUPPORT FACILITIES INSTALLATION

A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
   1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Provide temporary parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

E. Project Signs: Provide a Project sign at the east entrance road. Refer to drawing at the end of this section. Unauthorized signs are not permitted.
   1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions specified in Section 011000 "Summary."

B. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains. Provide a Stormwater Pollution Prevention Plan (SWPPP).

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000
PROJECT SIGN:
Contractor shall provide a sign on 3/4" medium density overlaid plywood
4 x 8 ft., mounted on 4 x 4 in. posts. Layout shall be per drawing above. The sign shall be prominently displayed at the project location from the date of work commences. Contractor shall be responsible for maintaining the sign for the duration of the project. Consult the Architect prior to Pre-construction Conference regarding content.

COLORS:
Background: TBD
Letters and Line-work: TBD
Font: Helvetica medium letter
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 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.

1.2 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.

1.3 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 Section 013300 "Submittal Procedures."

b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.


1.4 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.
1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.

3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.


6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:
   a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:
   a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
2.2  COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000
SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   2. Field engineering and surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.

1.2 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.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor or professional engineer.

B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

D. Certified Surveys: Submit two copies signed by land surveyor or professional engineer.

E. Final Property Survey: Submit a PDF showing extent of Work performed and record survey data.

1.4 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. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   1. Description of the Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.
D. 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 Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
   1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
   2. Establish limits on use of Project site.
   3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
   4. Inform installers of lines and levels to which they must comply.
   5. Check the location, level and plumb, of every major element as the Work progresses.
   6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
   7. 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. Final Property Survey: The Owner will engage a land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project. The survey will include a certification, signed by land surveyor or professional engineer, 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.

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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

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

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. 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 Sections where required by cutting and patching operations.
   5. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable.
Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   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. Use containers intended for holding waste materials of type to be stored.

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 Section 015000 "Temporary Facilities and Controls."

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.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 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.

END OF SECTION 017300
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.
   5. Repair of the Work.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
   3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer’s name and model number where applicable.
   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect’s signature for receipt of submittals.

5. Submit test/adjust/balance records.

6. Submit changeover information related to Owner’s occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Advise Owner of pending insurance changeover requirements.
   2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner’s personnel of changeover in security provisions.
   3. Complete startup and testing of systems and equipment.
   4. Perform preventive maintenance on equipment used prior to Substantial Completion.
   5. Instruct Owner’s personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 “Demonstration and Training.”
   6. Advise Owner of changeover in heat and other utilities.
   7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
   8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   9. Complete final cleaning requirements, including touchup painting.
   10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect 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.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Section 012900 “Payment Procedures.”
   2. Certified List of Incomplete Items: Submit certified copy of Architect’s Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Include the following information at the top of each page:
      a. Project name.
      b. Date.
      c. Name of Architect.
      d. Name of Contractor.
      e. Page number.
   4. Submit list of incomplete items in one of the following formats:

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
   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.
   4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. 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; clean according to manufacturer's recommendations 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. Polish mirrors and glass, taking care not to scratch surfaces.
   k. Remove labels that are not permanent.
   l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
   o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
   p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
   q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating
equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700
SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Product maintenance manuals.
   5. Systems and equipment maintenance manuals.

1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
      a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
      b. Enable inserted reviewer comments on draft submittals.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
   1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.

B. Title Page: Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name and contact information for Contractor.
   6. Name and contact information for Architect.
   7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
   8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
E.  Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
   1.  Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
   2.  File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F.  Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
   1.  Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a.  If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
      b.  Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
   2.  Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
   3.  Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
   5.  Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
      a.  If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
      b.  If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3  EMERGENCY MANUALS

A.  Content: Organize manual into a separate section for each of the following:
   1.  Type of emergency.
   2.  Emergency instructions.
   3.  Emergency procedures.

B.  Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1.  Fire.
   2.  Flood.
   5.  Power failure.
   7.  System, subsystem, or equipment failure.
C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner’s operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.
2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
   1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
   2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
   1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
   1. Do not use original project record documents as part of operation and maintenance manuals.
   2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Miscellaneous record submittals.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit copies of record Drawings as follows:
      a. Initial Submittal:
         1) Submit PDF electronic files of scanned record prints and one set of prints.
         2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal:
         1) Submit PDF electronic files of scanned record prints and three sets of prints.
         2) Print each drawing, whether or not changes and additional information were recorded.
   B. Record Specifications: Submit one paper copy and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
   C. Record Product Data: Submit one paper copy and annotated PDF electronic files and directories of each submittal.
      1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
   D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy and annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an acceptable drawing technique.
      c. Record data as soon as possible after obtaining it.
      d. Record and check the markup before enclosing concealed installations.
      e. Cross-reference record prints to corresponding archive photographic documentation.
   2. Content: Types of items requiring marking include, but are not limited to, the following:
a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
   a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
   b. Architect will provide data file layer information. Record markups in separate layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
   a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
   3. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.
   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839
SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project.
      b. Name and address of videographer.
      c. Name of Architect.
      d. Name of Construction Manager.
      e. Name of Contractor.
      f. Date of video recording.
   2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
   3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

B. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
   1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
   1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
      a. System, subsystem, and equipment descriptions.
      b. Performance and design criteria if Contractor is delegated design responsibility.
      c. Operating standards.
      d. Regulatory requirements.
      e. Equipment function.
      f. Operating characteristics.
      g. Limiting conditions.
      h. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project record documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
Regulation and control procedures.
Control sequences.
Safety procedures.
Instructions on stopping.
Normal shutdown instructions.
Operating procedures for emergencies.
Operating procedures for system, subsystem, or equipment failure.
Seasonal and weekend operating instructions.
Required sequences for electric or electronic systems.
Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning.
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Owner will furnish Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
D. **Evaluation:** At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

E. **Cleanup:** Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. **Video:** Provide minimum 640 x 480 video resolution converted to .mp4 format file type, on electronic media.
   1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
   2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
   3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
   4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
      a. Name of Contractor/Installer.
      b. Business address.
      c. Business phone number.
      d. Point of contact.
      e. E-mail address.

B. **Recording:** Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
   1. Film training session(s) in segments not to exceed 15 minutes.
      a. Produce segments to present a single significant piece of equipment per segment.
      b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
      c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

C. **Light Levels:** Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
   1. Furnish additional portable lighting as required.

D. **Narration:** Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

E. **Transcript:** Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

F. **Preproduced Video Recordings:** Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900
SECTION 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. Section Includes:
   1. Wood blocking, and nailers.
   2. Wood furring.
   3. Plywood backing panels.
B. Related Requirements:
   1. Section 092900- for Gypsum Board
   2. Section 092216 “Non-Structural Metal Framing”.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.4 DELIVERY, STORAGE, AND HANDLING
A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL
A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
   1. Factory mark each piece of lumber with grade stamp of grading agency.
   2. Dress lumber, S4S, unless otherwise indicated.
B. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 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.

B. Dimension Lumber Items: Construction or No. 2 or 3 grade lumber of any species.

C. 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.

D. 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.

2.3 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, C-C Plugged, in thickness indicated or, if not indicated, not less than 3/4 inch nominal thickness.

2.4 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall 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: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
2.5 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Closed-cell neoprene foam. 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.

B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.

B. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.

C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
   1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.

D. Sort and select lumber so that natural characteristics do 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.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
   1. Use inorganic boron for items that are continuously protected from liquid water.
   2. Use copper naphthenate for items not continuously protected from liquid water.

F. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
   3. ICC-ES evaluation report for fastener.
H. Use steel common 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. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000
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. Mildew-resistant joint sealants.
   3. Latex joint sealants.

1.3 ACTION SUBMITTALS
A. Product Data: For each joint-sealant product.
B. 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.

1.4 INFORMATIONAL SUBMITTALS
A. Qualification Data: For qualified testing agency.
B. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.5 QUALITY ASSURANCE
A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
B. Product Testing: Test joint sealants using a qualified testing agency.
   1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 FIELD CONDITIONS
A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
   2. When joint substrates are wet.
   3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
   4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY
A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Dow Corning Corporation.
   b. Pecora Corporation.
   c. Sherwin-Williams Company (The).

B. Silicone, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

2.3 URETHANE JOINT SEALANTS

A. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. BASF Corp. - Construction Chemicals.
   b. Pecora Corporation.
   c. Sika Corporation; Joint Sealants.
   d. Tremco Incorporated.

2.4 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Dow Corning Corporation.
   b. Pecora Corporation.
   c. Tremco Incorporated.

C. STPE, Mildew Resistant, S, NS, 50, NT: Mildew-resistant, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

   1. Manufacturers: Subject to compliance with requirements, provide products by the following:

   a. BASF Corp. - Construction Chemicals.

2.5 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

   a. Pecora Corporation.
   b. Tremco Incorporated.

2.6 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. Alcot Plastics Ltd.
   b. BASF Corp. - Construction Chemicals.

B. Cylindrical Sealant Backings: ASTM C 1330, [Type C (closed-cell material with a surface skin)] [Type O (open-cell material)] [Type B (bicellular material with a surface skin)] or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

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 performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
      a. Concrete.
   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.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200
SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes:
   1. Interior standard steel doors and frames.
   2. Exterior standard steel doors and frames.

B. Related Requirements:
   1. Section 081416 - Flush Wood Doors
   2. Section 087100 - Hardware
   3. Section 092900 - Gypsum Board.
   4. Section 099113 - Exterior Painting
   5. Section 099123 - Interior Painting

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.5 ACTION SUBMITTALS

A. Shop Drawings: Include the following:
   1. Elevations of each door type.
   2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
   3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
   4. Locations of reinforcement and preparations for hardware.
   5. Details of accessories.
   6. Details of moldings, removable stops, and glazing.

B. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch (102-mm) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. ABC Door.
3. Grant's Steel Door and Hardware.

2.2 INTERIOR STANDARD STEEL DOORS AND FRAMES

A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2; SDI A250.4, Level B.:

1. Doors:
   a. Type: As indicated in the Door and Frame Schedule.
   b. Thickness: 1-3/4 inches (44.5 mm).
   c. Face: Uncoated steel sheet, minimum thickness of 0.042 inch (1.0 mm).
   d. Edge Construction: Model 1, Full Flush.
   e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
   f. Core: Manufacturer's standard.

2. Frames:
   a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
   b. Construction: Full profile welded.


2.3 EXTERIOR STANDARD STEEL DOORS AND FRAMES

A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2; SDI A250.4, Level B. At locations indicated in the Door and Frame Schedule.

1. Doors:
   a. Type: As indicated in the Door and Frame Schedule.
   b. Thickness: 1-3/4 inches (44.5 mm).
   c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch (1.0 mm), with minimum A60 (ZF180) coating.
   d. Edge Construction: Model 1, Full Flush.
   e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
   f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
g. Bottom Edges: Close bottom edges of doors with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.

h. Core: Manufacturer's standard.

2. Frames:
a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm), with minimum A60 (ZF180) coating.
b. Construction: Full profile welded.


2.4 INTERIOR CUSTOM HOLLOW-METAL DOORS AND FRAMES

A. Hollow-Metal Doors and Frames: NAAMM-HMMA 860; SDI A250.4, Physical Performance Level A. At locations indicated in the Door and Frame Schedule.

1. Doors:
a. Type: As indicated in the Door and Frame Schedule.
b. Thickness: 1-3/4 inches (44.5 mm).
c. Face: Uncoated steel sheet, minimum thickness of 0.042 inch (1.0 mm).
d. Edge Construction: Continuously welded with no visible seam.
e. Core: Steel stiffened.

2. Frames:
a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
b. Construction: Full profile welded.


2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.

2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches (610 mm) of frame height above 7 feet (2.1 m).

3. Postinstalled Expansion Anchor: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.

B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.

C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at top of underlayment.

D. Material: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M; hot-dip galvanized according to ASTM A 153/A 153M, Class B.

2.6 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

F. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

G. Glazing: Comply with requirements in Section 088000 "Glazing."

2.7 FABRICATION

A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
   1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
   2. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
      a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
      b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
   3. Terminated Stops: Terminate stops 6 inches (152 mm) above finish floor with a 45-degree angle cut, and close open end of stop with steel sheet closure. Cover opening in extension of frame with welded-steel filler plate, with welds ground smooth and flush with frame.

B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
   1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
   2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

C. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted hairline joints.
   1. Provide stops and moldings flush with face of door, and with square stops unless otherwise indicated.
   2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
   3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames. Provide loose stops and moldings on inside of hollow-metal doors and frames.
   4. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
   5. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.

2.8 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. **Shop Primer**: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

B. **Factory Finish**: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat, complying with SDI A250.3.
   1. **Color and Gloss**: As selected by Architect from manufacturer's full range.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.

B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

#### 3.2 INSTALLATION

A. **General**: Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.

B. **Hollow-Metal Frames**: Comply with SDI A250.11 and NAAMM-HMMA 840.
   1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
      a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
      b. Install frames with removable stops located on secure side of opening.
   2. **Floor Anchors**: Secure with postinstalled expansion anchors.
      a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
   3. **Solidly pack non-expanding spray foam insulation inside frames.**
   4. **Installation Tolerances**: Adjust hollow-metal frames to the following tolerances:
      a. **Squareness**: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
      b. **Alignment**: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
      c. **Twist**: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
      d. **Plumbness**: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

C. **Hollow-Metal Doors**: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
   1. **Non-Fire-Rated Steel Doors**: Comply with SDI A250.8.

D. **Glazing**: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.

#### 3.3 CLEANING AND TOUCHUP

A. **Prime-Coat Touchup**: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

C. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.

D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113
SECTION 081416 - FLUSH WOOD DOORS

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. Solid-core doors with wood-veneer faces.
2. Factory finishing flush wood doors.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of door. Include details of core and edge construction and trim for openings.
B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:
   1. Dimensions and locations of blocking.
   2. Dimensions and locations of mortises and holes for hardware.
   3. Dimensions and locations of cutouts.
   4. Doors to be factory finished and finish requirements.
   5. Fire-protection ratings for fire-rated doors.
C. Samples for Initial Selection: For factory-finished doors.
D. Samples for Verification:
   1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish.

1.4 INFORMATIONAL SUBMITTALS
A. Sample Warranty: For special warranty.
B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.5 DELIVERY, STORAGE, AND HANDLING
A. Comply with requirements of referenced standard and manufacturer's written instructions.

1.6 FIELD CONDITIONS
A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

1.7 WARRANTY
A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.


PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eggers Industries.
2. Graham Wood Doors; ASSA ABLOY Group company.

2.2 FLUSH WOOD DOORS, GENERAL

A. Quality Standard: In addition to requirements specified, comply with AWI's, AWMAC's, and WI's "Architectural Woodwork Standards."

1. Provide AWI Quality Certification Labels indicating that doors comply with requirements of grades specified.
2. Contract Documents contain selections chosen from options in quality standard and additional requirements beyond those of quality standard. Comply with those selections and requirements in addition to quality standard.

B. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control, based on testing according to UL 1784.

C. Particleboard-Core Doors:

2. Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate throughbolting hardware.
   a. 5-inch (125-mm) top-rail blocking, in doors indicated to have closers.
   b. 5-inch (125-mm) bottom-rail blocking, in exterior doors and doors indicated to have kick, mop, or armor plates.
   c. 5-inch (125-mm) midrail blocking, in doors indicated to have exit devices.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors:

1. Grade: Custom (Grade A faces).
2. Species: Select white maple.
3. Cut: Plain sliced (flat sliced).
5. Core: Either glued wood stave or structural composite lumber.
6. Construction: Seven plies, either bonded or nonbonded construction.

2.4 FABRICATION

A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
1. Comply with NFPA 80 requirements for fire-rated doors.

B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
   1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.

C. Openings: Factory cut and trim openings through doors.
   1. Light Openings: Trim openings with moldings of material and profile indicated.
   2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

2.5 SHOP PRIMING

A. Doors for Transparent Finish: Shop prime faces and all four edges with stain (if required), other required pretreatments, and first coat of finish as specified in Section 099300 "Staining and Transparent Finishing." Seal edges of cutouts and mortises with first coat of finish.

2.6 FACTORY FINISHING

A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
   1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.

B. Factory finish doors.

C. Factory finish doors that are indicated to receive transparent finish.

D. Factory finish doors where indicated in schedules or on Drawings as factory finished.

E. Transparent Finish:
   1. Grade: Custom.
   2. Finish: AWI's, AWMAC's, and WT's "Architectural Woodwork Standards" System 10, UV curable, water based.
   3. Staining: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and installed door frames, with Installer present, before hanging doors.
   1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
   2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Hardware: For installation, see Section 087100 "Door Hardware."
B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.

1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.
   a. Comply with NFPA 80 for fire-rated doors.
   b. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.

3.3 ADJUSTING

A. Operation: Rehang or replace doors that do not swing or operate freely.

B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416
SECTION 083613 - SECTIONAL DOORS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Sectional overhead doors of the following types:
   1. Deep ribbed steel doors, polystyrene insulated. (Model 524S)
   2. Electric door operators

1.2 RELATED SECTIONS

A. Section 05500 - Metal Fabrications: Steel channel opening frame.
B. Section 06100 - Rough Carpentry: Rough wood framing and blocking for door opening.
C. Electrical Drawings service and connections for powered operators.

1.3 REFERENCES

A. ASTM A 653/A 653M - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
B. ASTM A 924/A 924M - Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.
B. Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.
   4. Operation and maintenance data.
   5. Nameplate data and ratings for motors.
C. Shop Drawings: Include opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
D. Selection Samples: For each finish specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
E. Verification Samples: For each finish specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

1.5 WIND PERFORMANCE REQUIREMENTS

A. Design doors to withstand positive and negative wind loads as calculated in accordance with applicable building code.
   1. Design Wind Load: Based on Design wind speed of 120 MPH
   2. Safety Factor: 1.5 times design wind load.
1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the types of doors specified in this section, with not less than ten years of documented experience.

B. Installer Qualifications: Company specializing in installing the types of products specified in this section, with minimum of five years of documented experience, and approved by the door manufacturer.

1.7 WARRANTY

A. Finish Warranty: Provide manufacturer's standard finish warranty against rust through.
   1. Warranty period: 10 years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Clopay Building Products Company, which is located at: 8585 Duke Blvd. ASD; Mason, OH 45040-3101; Toll Free Tel: 800-526-4301 prompt #3; Fax: 888-434-3193; Email: CIA@clopay.com Web: www.clopaycommercial.com

B. Requests for substitutions will be considered in accordance with provisions of Section 012500.

2.2 DEEP RIBBED STEEL DOORS, POLYSTYRENE INSULATED

A. Door Construction:
   1. Panel Sections: 2 inches (52 mm) thick roll formed commercial quality steel panel sections, hot-dip galvanized per ASTM A 924/A 924M and ASTM A 653/A 653M, phosphatized and prepainted with primer and baked-on polyester topcoat. Panel faces reinforced with two 1/2 inch (13 mm) deep ribs on 8 inches (200 mm) centers, complemented by six 1/8 inch (3 mm) beads on 2 inches (50 mm) centers. Sections formed to create weathertight tongue and groove meeting rail. Bottom panel section reinforced with continuous 0.050 inch (1.27 mm) aluminum astragal retainer with U-shaped flexible PVC astragal.
   2. Door Stiles: Galvanized, primed, and polyester top-coated turn-down steel end stiles; wrap face of panel sections a full 1 3/8 inches (35 mm); 0.049 inch (1.25 mm) minimum thickness up to 14 ft-2 inches (4.32 m), otherwise 0.61 inch (1.55 mm) thickness; engineered for easy hardware attachment through pre-punched holes.
   3. Insulation: 1-3/8 inches thick (35 mm) polystyrene insulation with fire retardant additive to meet requirements of UL R-1894A, covered by steel backers on interior for durability; thermal resistance (R-value), 6.83 hr sq ft deg F/ BTU (1.2 K sq m/W); calculated door section R-value in accordance with DASMA TDS-163.

B. Heavy Duty Door: Clopay Model 524S.
   1. Door Size: 14 ft, 2 inches wide and 12 ft high.
   2. Steel Skin Thickness: Minimum 0.022 inch (0.56 mm).
   3. Windows: 24 inches by 12 inches (610 mm by 300 mm) with polypropylene frame to match door color.
      a. Glazing: 1/2 inch Insulated Unit with tempered glass.
   4. Finish: Exterior 1 mil (.025 mm) coating; interior 0.5 mil (0.013 mm) coating; color as follows:
      a. White.
   5. Locking: Inside spring loaded slide bolt lock on end stile that engages slot in track.
      a. Provide two inside slide lock.
   6. Weatherstripping: Provide complete perimeter seals selected from manufacturer's standard options. Provide flexible top seal, flexible jamb seal and U shaped bottom seal.
7. Tracks: Vertical tracks minimum 0.061 inch (1.55 mm) galvanized steel tapered and mounted for wedge type closing. Horizontal tracks minimum 0.075 inch (1.91 mm) galvanized steel, reinforced with minimum 0.0897 inch (2.28 mm) galvanized steel angles as required:
   a. Track Width: 2 inches (50 mm).
   b. Provide standard lift tracks with 15 inches (381 mm) radius track as indicated.
8. Spring Counterbalance: Torsion spring counterbalance mechanism sized to weight of the door, with a helically wound, oil tempered torsion spring mounted on a steel shaft; cable drum of die cast aluminum with high strength galvanized aircraft cable with minimum 7 to 1 safety factor.
   a. High Cycle Spring: 100,000 cycles.

2.3 ELECTRIC DOOR OPERATORS

A. General: Provide electric door operator provided by door manufacturer for door with operational life specified complete with electric motor and factory pre-wired motor controls, starter, gear-reduction unit, clutch, remote-control stations, control devices, integral gearing for locking door, and accessories required for proper operation. Comply with NFPA 70.
   1. Solenoid-operated brake.

B. Disconnect Device: Provide hand-operated disconnect or mechanism for emergency manual operation while disconnecting motor, without affecting timing of limit switch. Mount disconnect and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

C. Design operator so motor may be removed without disturbing limit switch adjustment and without affecting emergency auxiliary operator.

D. Provide control equipment complying with NEMA ICS1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24-V, AC or DC.

E. Electric Motors: Provide high-starting torque, reversible, continuous-duty, Class A insulated, electric motor, complying with NEMA MG 1, with overload protection, sized to start, accelerate, and operate door in either direction, from any position, at not less than 2/3 fps (0.2 m/s) and not more than 1 fps (.03m/s), without exceeding nameplate ratings or considering service factor.
   1. Coordinate wiring requirements and electrical characteristics of motors with building electrical system.

F. Remote Control Station: Provide continuous contact, 3-button control station with push - button controls labeled "Open", "Close" and "Stop".

G. Obstruction Detection Device: Provide each motorized door with indicated external automatic safety sensor able to protect full width of door opening. Activation of sensor immediately stops and reverses downward door travel.
   1. Sensor Edge: Provide each motorized door with an automatic safety sensing edge, located within astragal or weather stripping mounted to bottom bar. Contact with sensor immediately stops and reverses downward door travel. Connect to control circuit using manufacturer's standard take-up reel or self-coiling cord. Sensing edge shall be operated by:
      a. Electric.
   2. Photo-electric control: Provide each motorized door with a photo-electric device that will stop and reverse the downward door travel if the light beam is broken or blocked. Device shall be:
      a. NEMA Type 1.

H. Limit Switches: Provide adjustable switches, interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.
I. Provide auxiliary chain hoist: for emergency manual operation while disconnecting motor, without affecting timing of limit switch. Mount disconnect and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine wall and overhead areas, including opening framing and blocking, with installer present, for compliance with requirements for installation tolerances, clearances, and other conditions affecting performance of Work in this Section.
   1. Proceed with installation only after unsatisfactory conditions have been corrected.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install overhead doors and track in accordance with approved shop drawings and the manufacturer's printed instructions.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 083613
SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

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. Storefront framing.

B. Related Requirements:
   1. Section 087100 "Finish Hardware"
   2. Section 092216 "Non-Structural Metal Framing" for support framing systems.
   3. Section 092900 "Gypsum Board" for interior finish material.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
   1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
   2. Include full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
      a. Joinery, including concealed welds.
      b. Anchorage.
      c. Expansion provisions.
      d. Glazing.
      e. Flashing and drainage.
   3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
   4. Include point-to-point wiring diagrams showing the following:
      a. Power requirements for each electrically operated door hardware.
      b. Location and types of switches, signal device, conduit sizes, and number and size of wires.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures, including, but not limited to, excessive deflection.
      b. Noise or vibration created by wind and thermal and structural movements.
      c. Deterioration of metals and other materials beyond normal weathering.
      d. Water penetration through fixed glazing and framing areas.
      e. Failure of operating components.
   2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.2 ENTRANCE DOOR SYSTEMS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Arcadia, Inc.
   2. Kawneer North America, an Arconic company.
   3. Tubelite Inc.

B. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing or automatic operation.
   1. Door Construction: 2-inch (50.8-mm) overall thickness, with minimum 0.188-inch- (4.8-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
      a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
   2. Door Design: Wide stile; 5-inch (127-mm) nominal width.
      a. Provide nonremovable glazing stops on outside of door.

2.3 GLAZING

A. Glazing: Comply with Section 088000 "Glazing."

B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

C. Weatherseal Sealants: ASTM C 920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and structural-sealant-glazed storefront manufacturers for this use.
2.4 ACCESSORIES

A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
   1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
   2. Reinforce members as required to receive fastener threads.

B. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

2.5 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, [AA-M12C22A41, Class I, 0.018 mm] [AA-M12C22A31, Class II, 0.010 mm] or thicker.

2.6 SOURCE QUALITY CONTROL

A. Structural Sealant: Perform quality-control procedures complying with ASTM C 1401 recommendations, including, but not limited to, assembly material qualification procedures, sealant testing, and assembly fabrication reviews and checks.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:
   1. Comply with manufacturer's written instructions.
   2. Do not install damaged components.
   3. Fit joints to produce hairline joints free of burrs and distortion.
   4. Rigidly secure nonmovement joints.
   5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
   6. Seal perimeter and other joints watertight unless otherwise indicated.

B. Metal Protection:
   1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
   2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components plumb and true in alignment with established lines and grades.

D. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
   1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers’ written instructions using concealed fasteners to greatest extent possible.

3.3 ERECTION TOLERANCES

A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:
   1. Plumb: 1/8 inch in 10 feet (3.2 mm in 3 m).
   2. Level: 1/8 inch in 20 feet (3.2 mm in 6 m).
   3. Location: Limit variation from plane to 1/8 inch in 12 feet.

3.4 FIELD QUALITY CONTROL

A. Aluminum-framed entrances and storefronts will be considered defective if they do not pass tests and inspections.

B. Prepare test and inspection reports.

3.5 MAINTENANCE SERVICE

A. Entrance Door Hardware:
   1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.

END OF SECTION 084113
SECTION 085113 - ALUMINUM WINDOWS

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 aluminum windows for exterior locations.

B. Related Requirements:
1. Section 084113 "Aluminum-Framed Entrances and Storefronts" for coordinating finish among aluminum fenestration units.
2. Rhino Metal Building Shop Drawings – see drawings dated March 22, 2017

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.

B. Shop Drawings: For aluminum windows.
1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

C. Samples: For each exposed product and for each color specified, 2 by 4 inches (50 by 100 mm) in size.

D. Samples for Initial Selection: For units with factory-applied finishes.
1. Include Samples of hardware and accessories involving color selection.

E. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and Installer.

B. Product Test Reports: For each type of aluminum window, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For manufacturer's warranties.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.

B. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.
1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Failure to meet performance requirements.
      b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration.
      c. Faulty operation of movable sash and hardware.
      d. Deterioration of materials and finishes beyond normal weathering.
      e. Failure of insulating glass.

2. Warranty Period:
   a. Window: 10 years from date of Substantial Completion.
   b. Glazing Units: 10 years from date of Substantial Completion.
   c. Aluminum Finish: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain aluminum windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS

A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
   1. Window Certification: AAMA certified with label attached to each window.

B. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.32 Btu/sq. ft. x h x deg F (1.83 W/sq. m x K).

C. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.30.

D. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 52.

E. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change: 120 deg F (67 deg C) ambient; 180 deg F (100 deg C) material surfaces.

2.3 ALUMINUM WINDOWS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   1. All Seasons Window & Door Mfg.; All Seasons Commercial Division, Inc.
   2. Arcadia, Inc.
B. Operating Types: Provide the following operating types in locations indicated on Drawings:
   1. Horizontal sliding.

   1. Thermally Improved Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.

D. Glass: Clear annealed glass, ASTM C 1036, Type 1, Class 1, q3.
   1. Kind: Fully tempered where indicated on Drawings.

E. Insulating-Glass Units: ASTM E 2190.
   1. Glass: ASTM C 1036, Type 1, Class 1, q3.
      a. Tint: Clear.
      b. Kind: Fully tempered where indicated on Drawings.
   2. Lites: Two.
   3. Filling: Fill space between glass lites with argon.
   4. Low-E Coating: Sputtered on second or third surface.

F. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

G. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
   1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.

H. Horizontal-Sliding Window Hardware:
   1. Sill Cap/Track: Manufacturer's standard of dimensions and profile indicated; designed to comply with performance requirements indicated and to drain to the exterior.
   2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only. Provide custodial locks.
   3. Roller Assemblies: Low-friction design.

I. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

J. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

2.4 ACCESSORIES

A. Integral Ventilating System/Device: Where indicated, provide weather-stripped, adjustable, horizontal fresh-air vent, with a free airflow slot, full width of window sash by approximately 3 inches (75 mm) when open, complying with AAMA/WDMA/CSA 101/I.S.2/A440. Equip vent bar with an integral insect screen, removable for cleaning.

2.5 INSECT SCREENS

A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
   1. Type and Location: Half, outside for sliding sashes.
B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
   1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.

C. Aluminum Wire Fabric: 24-by-48 mesh of 0.011-inch- (0.28-mm-) diameter, coated aluminum wire.

2.6 FABRICATION

A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.

B. Glaze aluminum windows in the factory.

C. Weather strip each operable sash to provide weathertight installation.

D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.

E. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.

F. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.7 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.8 ALUMINUM FINISHES

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

B. Class II, Clear Anodic Finish: AA-M12C22A31 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class II, clear coating 0.010 mm or thicker) complying with AAMA 611.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.

B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.

D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

B. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
   1. Keep protective films and coverings in place until final cleaning.

C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085113
SECTION 087100 – DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes commercial door hardware for the following:
   1. Swinging doors.
   2. Other doors to the extent indicated.

B. Door hardware includes, but is not necessarily limited to, the following:
   1. Mechanical door hardware.
   2. Cylinders specified for doors in other sections.

C. Related Sections:
   1. Division 08 Section “Door Hardware Schedule.”
   2. Division 08 Section “Hollow Metal Doors and Frames.”
   3. Division 08 Section “Flush Wood Doors.”

D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
   4. State Building Codes, Local Amendments.

E. Standards: All hardware specified herein shall comply with the following industry standards:
   1. ANSI/BHMA Certified Product Standards - A156 Series
   2. UL10C – Positive Pressure Fire Tests of Door Assemblies

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
   1. Format: Comply with scheduling sequence and vertical format in DHI’s "Sequence and Format for the Hardware Schedule."
   2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
   3. Content: Include the following information:
      a. Type, style, function, size, label, hand, and finish of each door hardware item.
      b. Manufacturer of each item.
      c. Fastenings and other pertinent information.
d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.

e. Explanation of abbreviations, symbols, and codes contained in schedule.

f. Mounting locations for door hardware.

g. Door and frame sizes and materials.

h. Warranty information for each product.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

D. Informational Submittals:

   1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

D. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.

E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.

F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

   1. Function of building, purpose of each area and degree of security required.

   2. Plans for existing and future key system expansion.

   3. Requirements for key control storage and software.
4. Installation of permanent keys, cylinder cores and software.
5. Address and requirements for delivery of keys.

G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
   1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
   2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
   3. Review sequence of operation narratives for each unique access controlled opening.
   4. Review and finalize construction schedule and verify availability of materials.
   5. Review the required inspecting, testing, commissioning, and demonstration procedures.

H. At completion of installation, provide written documentation that components were applied to manufacturer’s instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the “Keying Conference”.

1.6 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within
specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
1. Structural failures including excessive deflection, cracking, or breakage.
2. Faulty operation of the hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods:
1. Seven years for heavy duty cylindrical (bored) locks and latches.
2. Five years for exit hardware.
3. Twenty five years for manual surface door closer bodies.

1.8 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

C. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

D. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.
   1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
      a. Two Hinges: For doors with heights up to 60 inches.
      b. Three Hinges: For doors with heights 61 to 90 inches.
      c. Four Hinges: For doors with heights 91 to 120 inches.
      d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
   2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
      a. Widths up to 3’0”: 4-1/2” standard or heavy weight as specified.
      b. Sizes from 3’1” to 4’0”: 5” standard or heavy weight as specified.
   3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:
   a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.

5. Acceptable Manufacturers:
   a. Bommer Industries (BO).
   b. McKinney Products (MK).

B. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge. with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs.
   1. Acceptable Manufacturers:
      a. McKinney Products (MK).
      b. Pemko Manufacturing (PE).

2.3 DOOR OPERATING TRIM

A. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
   1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
   2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
   3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
   4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
   5. Acceptable Manufacturers:
      a. Burns Manufacturing (BU).
      b. Hiawatha, Inc. (HI).
      c. Rockwood Manufacturing (RO).

2.4 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.

C. Cylinders: Original manufacturer cylinders complying with the following:
   1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
   2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
   3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
   4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
   5. Keyway: Manufacturer’s Standard.

D. Keying System: Each type of lock and cylinders to be factory keyed.
   1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
3. New System: Key locks to a new key system as directed by the Owner.

E. Key Quantity: Provide the following minimum number of keys:
1. Change Keys per Cylinder: Two (2)
2. Master Keys (per Master Key Level/Group): Five (5).

F. Construction Keying: Provide construction master keyed cylinders.

G. Key Registration List (Bitting List):
1. Provide keying transcript list to Owner’s representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

2.5 MECHANICAL LOCKS AND LATCHING DEVICES

A. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Grade 1 certified.
1. Furnish with solid cast levers, standard 2 3/4" backset, and 1/2" (3/4" at rated paired openings) throw brass or stainless steel latchbolt.
2. Locks are to be non-handed and fully field reversible.
3. Acceptable Manufacturers:
   a. Corbin Russwin Hardware (RU) – CL3300 Series.
   b. Sargent Manufacturing (SA) – 10 Line.
   c. Stanley Best (BE) – 9K Series.

2.6 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer’s standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.7 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for
installation as tested and listed by UL. Consult manufacturer’s catalog and template book for specific requirements.

3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.

4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.

5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
   a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
   b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.

6. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2” wide stiles.

7. Rail Sizing: Provide exit device rails factory sized for proper door width application.

8. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.
   1. Acceptable Manufacturers:
      a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
      b. Sargent Manufacturing (SA) - 80 Series.
      c. Von Duprin (VD) - 35A/98 XP Series.

2.8 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:
   1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
   2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
   3. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.
   4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.
   5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
   6. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
   7. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
   1. Acceptable Manufacturers:
      a. Corbin Russwin Hardware (RU) – DC6000 Series.
b. LCN Closers (LC) - 4040 Series.
c. Norton Door Controls (NO) - 7500 Series.

2.9 ARCHITECTURAL TRIM

A. Door Protective Trim
   1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
   2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2” less than door width (LDW) on stop side of single doors and 1” LDW on stop side of pairs of doors, and not more than 1” less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
   3. Where plates are applied to fire rated doors with the top of the plate more than 16” above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer’s catalog and template book for specific requirements for size and applications.
   4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
      a. Stainless Steel: 300 grade, 050-inch thick.
   5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
   6. Acceptable Manufacturers:
      a. Burns Manufacturing (BU).
      b. Hiawatha, Inc. (HI).
      c. Rockwood Manufacturing (RO).

2.10 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
   1. Acceptable Manufacturers:
      a. Burns Manufacturing (BU).
      b. Hiawatha, Inc. (HI).
      c. Rockwood Manufacturing (RO).

2.11 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
   1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
   1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

F. Acceptable Manufacturers:
   1. Pemko Manufacturing (PE).

2.12 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.13 FINISHES

A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.


3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
   1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made
prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

**Hardware Sets**

**Set: 1.0**

Doors: 101

1. Continuous Hinge: KCFMXX-HD1
1. Exit Device: 43 72 AD8504 Less Pull
1. Interchangeable Core: 7300B MK
1. Pull: RM2540-16 Mtg-Type 12XHD
1. Door Closer: UNIJ7500
1. Drop Plate: 7786
1. Threshold: 271A FHS.L14
1. Sweep: 315CN

**Set: 2.0**

Doors: 111

3. Hinge: TA2714 x NRP 4-1/2" x 4-1/2"
1. Exit Device: 43 72 8804
1. Interchangeable Core: 7300B MK
1. Vandal Resistant Trim: VRT22 C
1. Door Closer: PR7500
1. Door Stop: 406
1. Threshold: 272A FHSL14
1. Rain Guard: 346C
1. Gasketing: S88BL (Head & Jamb)
1. Sweep: 315CN

**Set: 3.0**

Doors: 103A

2. Continuous Hinge: KCFMXX-HD1
2. Door Pull: BF167
2. Push Bar: BP47
2. Door Closer: UNIJ7500
2. Drop Plate: 7786

**Set: 4.0**

Doors: 102

3. Hinge: TA2714 4-1/2" x 4-1/2"
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END OF SECTION 087100
SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section Includes:
      1. Non-load-bearing steel framing systems for interior partitions.
      2. Suspension systems for interior ceilings and soffits.
      3. Grid suspension systems for gypsum board ceilings.
   B. Related Requirements:
      1. Section 133419 "Metal Building Systems" for metal building components.

1.3 ACTION SUBMITTALS
   A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS
   A. Product Certificates: For each type of code-compliance certification for studs and tracks.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS
   A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
   B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.
   C. Horizontal Deflection: For wall assemblies, limited to 1/240 of the wall height based on horizontal loading of 10 lbf/sq. ft. (480 Pa).
2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

B. Studs and Tracks: ASTM C 645. Use either steel studs and tracks or embossed steel studs and tracks.
   1. Embossed Steel Studs and Tracks: Roll-formed and embossed with surface deformations to stiffen the framing members so that they are structurally equivalent to conventional ASTM C 645 steel studs and tracks.
      a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
         1) ClarkDietrich Building Systems.
         2) MBA Building Supplies.
         3) SCAFCO Steel Stud Company.
         4) Steel Network, Inc. (The).
         5) Telling Industries.
      b. Minimum Base-Metal Thickness: As indicated on Drawings or as required by horizontal deflection performance requirements, whichever is thicker.
      c. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide one of the following:
   1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch (38-mm) minimum vertical movement.
      a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
         1) ClarkDietrich Building Systems.
         2) SCAFCO Steel Stud Company.
         3) Steel Network, Inc. (The).
   2. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
      a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
         1) ClarkDietrich Building Systems.
         2) MBA Building Supplies.
         3) Metal-Lite.
4) Steel Network, Inc. (The),
5) Telling Industries.

D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
   1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm).

E. Cold-Rolled Channel Bridging: Steel, 0.0538-inch (1.367-mm) minimum base-metal thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
   1. Depth: 1-1/2 inches (38 mm).
   2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel.

F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
   1. Minimum Base-Metal Thickness: 0.0179 inch (0.455 mm).
   2. Depth: As indicated on Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.

C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

D. Install bracing at terminations in assemblies.

END OF SECTION 092216
SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Interior gypsum board.
   2. Tile backing panels.
   3. Texture finishes.

B. Related Requirements:
   1. Section 061600 "Sheathing" for gypsum sheathing for exterior walls.
   2. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.
   3. Section 093013 "Ceramic Tiling" for cementitious backer units installed as substrates for ceramic tile.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

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

A. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
   
a. [American Gypsum](#).
b. [Georgia-Pacific Gypsum LLC](#).
c. [USG Corporation](#).

2. Thickness: 5/8 inch (15.9 mm).


B. Impact-Resistant Gypsum Board: ASTM C 1396/C 1396M gypsum board, tested according to ASTM C 1629/C 1629M.

1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
   
a. [American Gypsum](#).
b. [Georgia-Pacific Gypsum LLC](#).
c. [USG Corporation](#).

2. Core: 5/8 inch (15.9 mm), Type X.

3. Surface Abrasion: ASTM C 1629/C 1629M, meets or exceeds Level 3 requirements.

4. Indentation: ASTM C 1629/C 1629M, meets or exceeds Level 3 requirements.


7. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.3 TILE BACKING PANELS

A. Cementitious Backer Units: ANSI A118.9 and ASTM C 1288 or ASTM C 1325, with manufacturer's standard edges.

1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
   
a. [CertainTeed Corporation](#).
b. [National Gypsum Company](#).
c. [USG Corporation](#).

2. Thickness: 5/8 inch (15.9 mm).

3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
2. Shapes:
   a. Cornerbead.
   b. U-Bead: J-shaped; exposed short flange does not receive joint compound.
   c. Expansion (control) joint.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:
   1. Interior Gypsum Board: Paper.
   2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
   1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
   2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
      a. Use setting-type compound for installing paper-faced metal trim accessories.
   3. Finish Coat: For third coat, use setting-type, sandable topping compound.

D. Joint Compound for Tile Backing Panels:
   1. Cementitious Backer Units: As recommended by backer unit manufacturer.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
   1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
   2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

C. Sound-Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

D. Acoustical 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. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Hilti, Inc.
      b. Specified Technologies, Inc.
      c. USG Corporation.

E. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
2.7 TEXTURE FINISHES

A. Primer: As recommended by textured finish manufacturer.

B. Non-Aggregate Finish: Premixed, vinyl texture finish for spray application.
   1. Texture: Orange peel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install 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.

C. 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.

D. Form control and expansion joints with space between edges of adjoining gypsum panels.

E. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

F. 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. Type X: As indicated on Drawings.
   2. Impact-Resistant Type: Apply on Engine Bay side of all interior walls of Engine Bay up to 8’-0” AFF.

B. Single-Layer Application:
   1. 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.
   2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 APPLYING TILE BACKING PANELS

A. Cementitious Backer Units: ANSI A108.11, at locations indicated to receive tile.
3.5 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] [according to ASTM C 840 and in specific locations approved by Architect for visual effect].

C. Interior Trim: Install in the following locations:
   1. Cornerbead: Use at outside corners.
   2. U-Bead: Use at exposed panel edges.

3.6 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
   1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
   2. Level 2: Panels that are substrate for tile.
   3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
      a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

E. Cementitious Backer Units: Finish according to manufacturer’s written instructions.

3.7 APPLYING TEXTURE FINISHES

A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.

B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.

C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer’s written instructions.

3.8 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900
SECTION 093013 - CERAMIC TILING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Porcelain tile.
   2. Metal edge strips.

1.2 DEFINITIONS

A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.


C. Module Size: Actual tile size plus joint width indicated.

D. Face Size: Actual tile size, excluding spacer lugs.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces. ACCENT TILE TO BE LOCATED PER ARCHITECT DURING SHOP DRAWING PHASE. ACCENT TILE WILL NOT EXCEED 20% OF WALL TILE.

C. Samples: For tile, grout, and accessories involving color selection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.

B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.

C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.

D. Store liquid materials in unopened containers and protected from freezing.
1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated in the Work include, but are not limited to:
   1. Arizona Tile.
   3. Daltile.

B. Basis-of-Design Products: Tile products by alternative manufacturers, including those listed above, must be prior approved during the bidding process. Substitutions will not otherwise be considered.

C. Source Limitations for Tile: Obtain tile of each type and color or finish from single source or producer.
   1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.

D. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.
   1. Obtain setting and grouting materials, except for unmodified Portland cement and aggregate, from single manufacturer.

E. Source Limitations for Other Products: Obtain each of the following products specified in this Section from a single manufacturer:
   1. Metal edge strips.

2.2 PRODUCTS, GENERAL

A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
   1. Provide tile complying with Standard grade requirements unless otherwise indicated.

B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.

C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

2.3 TILE PRODUCTS

A. Ceramic Tile Type: Unglazed porcelain wall and floor tile.
   2. Face Size: 11-1/2 by 11-1/2 inches (300 by 300 mm).
   3. Face Size Variation: Rectified.
   4. Thickness: 3/8 inch (9.5 mm).
   5. Face: Plain with cushion edges.
6. Dynamic Coefficient of Friction: Not less than 0.42.
9. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
   a. Internal Corners: Field-butted square corners.
   b. Tapered Transition Floor Tile to Resilient Floor Tile: Satin clear anodized aluminum trim.
      1) Basis-of-Design Product: Schluter Systems “Schluter-RENO-U AEU 100.” Contractor to verify size.
   c. Tapered Transition Wall-to-Floor Tile: Satin clear anodized aluminum trim.
      1) Basis-of-Design Product: Schluter Systems “Schluter-DILEX-AHK.”

A. Ceramic Tile Type: Unglazed porcelain accent tile. – PROVIDE 20% OF TOTAL TILE AREA.
2. Face Size: 11-1/2 by 11-1/2 inches (300 by 300 mm).
3. Face Size Variation: Rectified.
4. Thickness: 3/8 inch (9.5 mm).
5. Face: Plain with cushion edges.
6. Dynamic Coefficient of Friction: Not less than 0.42.
9. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
   a. Tapered Transition Wall-to-Floor Tile: Satin clear anodized aluminum trim.
      1) Basis-of-Design Product: Schluter Systems “Schluter-DILEX-AHK.”

2.4 SETTING MATERIALS

A. Standard Dry-Set Mortar (Thinset): ANSI A118.1.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. C-Cure.
   b. Custom Building Products.
   c. LATICRETE SUPERCAP, LLC.
   d. MAPEI Corporation.
2. For wall applications, provide mortar that complies with requirements for nonsagging mortar in addition to the other requirements in ANSI A118.1.

2.5 GROUT MATERIALS

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. C-Cure.
   b. Custom Building Products.
   c. LATICRETE SUPERCAP, LLC.
   d. MAPEI Corporation.

2.6 MISCELLANEOUS MATERIALS

A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
B. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

C. Grout Sealer: Product recommended by grout manufacturer for sealing grout joints and that does not change color or appearance of grout.

2.7 MIXING MORTARS AND GROUT

A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

B. Add materials, water, and additives in accurate proportions.

C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.

2. Verify that concrete substrates for tile floors installed with thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.

a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.

b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.

3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.

4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with thinset mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.

B. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot (1:50) toward drains.

C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.
3.3 CERAMIC TILE INSTALLATION

A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
   1. For the following installations, follow procedures in the ANSI A108 series of tile installation standards for providing 95 percent mortar coverage:
      a. Tile floors in wet areas.
      b. Tile floors consisting of rib-backed tiles.

B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.

E. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.

F. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
   1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
   2. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
   3. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.

G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
   1. Glazed Wall Tile: 1/16 inch (1.6 mm).
   2. Porcelain Tile: 1/8 inch (3.175 mm).

H. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.

I. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, over existing joints in the concrete substrate or as recommended by the manufacturer. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
   1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.

J. Metal Edge Strips: Install where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.

K. Grout Sealer: Apply sealer to cementitious grout joints in tile floors according to sealer manufacturer's written instructions. As soon as sealer has penetrated grout joints, remove excess sealer from tile faces by wiping with soft cloth. Do not allow sealer to stain tile faces.
3.4 ADJUSTING AND CLEANING

A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.

B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
   1. Remove grout residue from tile as soon as possible.
   2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

3.5 PROTECTION

A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.

B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.

C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

3.6 INTERIOR CERAMIC TILE INSTALLATION SCHEDULE

A. Interior Floor Installations, Concrete Subfloor:
   1. Ceramic Tile Installation: TCNA F113; thinset mortar.
         1) Basis-of-Design: Laticrete 254 Platinum.
         1) Basis-of-Design: Laticrete Permacolor Select.

B. Interior Wall Installations, Metal Studs or Furring:
   1. Ceramic Tile Installation: TCNA W245; thinset mortar on glass mat gypsum panels.
         1) Basis-of-Design: Laticrete 254 Platinum.
         1) Basis-of-Design: Laticrete Permacolor Select.

END OF SECTION 093013
SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for ceilings.

B. Products furnished, but not installed under this Section, include anchors, and other ceiling attachment devices.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.  Acoustical Ceiling Panels: Full-size panels equal to 2 percent of quantity installed.

2.  Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, 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 FIELD 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.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
   2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL PANELS, GENERAL

A. Source Limitations:
   1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
   2. Suspension System: Obtain each type from single source from single manufacturer.

B. 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 NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.

C. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
   1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers’ proprietary product designations, provide products selected by Architect from each manufacturer’s full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS ACP-1

A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong World Industries Inc., Ultima High NRC, Item 1941, or comparable product by one of the following:
   1. CertainTeed Corporation.
   2. Chicago Metallic Corporation.

B. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
   1. Type and Form: Type IV, mineral base with painted finish; Form 2, water felted.
   2. Pattern: CD (perforated, small holes and fissured), K (surface scored).

C. Color: White

D. LR: Not less than 0.87.

E. NRC: Not less than 0.8.

F. CAC: Not less than 35.

G. Edge/Joint Detail: 5/16 inch beveled tegular.

H. Thickness: 7/8 inch (22 mm).

I. Modular Size: 24 by 24 inches (610 by 610 mm).

J. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer’s standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.
2.4 ACOUSTICAL PANELS ACP-2

A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong World Industries Inc., Cortega Tegular, Item 704, or comparable product by one of the following:
   1. CertainTeed Corporation.
   2. Chicago Metallic Corporation.

B. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
   1. Type and Form: Type III, mineral base with painted finish; Form 2, water felted.
   2. Pattern: CD (perforated, small holes and fissured), K (surface scored).

C. Color: White

D. LR: Not less than 0.82.

E. NRC: Not less than 0.55.

F. CAC: Not less than 33.

G. Edge/Joint Detail: 5/16 inch angled tegular.

H. Thickness: 5/8 inch (15 mm).

I. Modular Size: 24 by 24 inches (610 by 610 mm).

J. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

2.5 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 requirements in ASTM C 635/C 635M.

B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
   2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.135-inch-(3.5-mm-) diameter wire.

D. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.

2.6 METAL SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
3. Chicago Metallic Corporation.

B. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.
   1. Structural Classification: Heavy-duty system.
   2. End Condition of Cross Runners: butt-edge type.
   3. Face Design: Flat, flush.

2.7 METAL EDGE MOLDINGS AND TRIM

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. Chicago Metallic Corporation.

B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
   1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
   2. For lay-in panels with reveal edge details, provide.
   3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

2.8 ACOUSTICAL SEALANT

A. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including 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 with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.

B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

C. 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 ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

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 and, if permitted with fire-resistance-rated ceilings, 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.
   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 and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
   5. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
   6. Do not attach hangers to steel deck tabs.
   7. Do not attach hangers to steel roof deck. Attach hangers to structural members.
   8. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
   9. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. 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 (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
   3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

E. Install acoustical panels with undamaged edges and fit 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 reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
   3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
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.

END OF SECTION 095113
SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Resilient base.
   2. Resilient molding accessories.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.

C. Product Schedule: For resilient base and accessory products. Use same designations indicated on Drawings.

1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.5 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:
   1. 48 hours before installation.
   2. During installation.
   3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 VINYL BASE

A. Basis of Design Product: Subject to compliance with requirements, provide Johnsonite Vinyl Wall Base or comparable product by the following:
   1. Armstrong World Industries, Inc.
2. Burke Mercer Flooring Products: a division of Burke Industries Inc.
3. Flexco.
4. Johnsonite; A Tarkett Company.
5. Roppe Corporation, USA.
6. VPI Corporation.

B. Product Standard: ASTM F 1861, Type TV (vinyl, thermoplastic).
   2. Style and Location:
      a. Style B, Cove: Provide in areas with resilient flooring and carpet.

C. Minimum Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches (102 mm).

E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Colors:
   1. Area “A”: Match Johnsonite 63 “Burnt Umber.”
   2. Area “B”: Black to match existing base in this area.

2.2 VINYL MOLDING ACCESSORY

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   1. Armstrong World Industries, Inc.
   2. Burke Mercer Flooring Products: a division of Burke Industries Inc.
   3. Flexco.
   4. Johnsonite; A Tarkett Company.
   5. Roppe Corporation, USA.
   6. VPI Corporation.

B. Description: Vinyl carpet edge for glue-down applications, nosing for carpet, nosing for resilient flooring, reducer strip for resilient, flooring joiner for tile and carpet and transition strips.

C. Profile and Dimensions: As indicated.

D. Locations: Provide vinyl molding accessories in areas indicated.

E. Colors and Patterns: As indicated by manufacturer's designations.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
   1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
   1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Floor and Accessories: Prepare horizontal surfaces according to ASTM F 710.
   1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
   2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
   3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
   4. Moisture Testing: Proceed with installation only after substrates pass testing according to manufacturer's written recommendations, but not less stringent than the following:
      a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
      b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until they are the same temperature as the space where they are to be installed.
   1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Job-Formed Corners:
   1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
      a. Form without producing discoloration (whitening) at bends.
   2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
      a. Miter or cope corners to minimize open joints.

3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Perform the following operations immediately after completing resilient-product installation:
   1. Remove adhesive and other blemishes from exposed surfaces.
   2. Sweep and vacuum horizontal surfaces thoroughly.
   3. Damp-mop horizontal surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513
SECTION 096813 - TILE CARPETING

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 modular carpet tile.

B. Related Requirements:
   1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include manufacturer’s written data on physical characteristics, durability, and fade resistance.
   2. Include manufacturer’s written installation recommendations for each type of substrate.

B. Shop Drawings: For carpet tile installation, plans showing the following:
   1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
   2. Carpet tile type, color, and dye lot.
   3. Type of subfloor.
   4. Type of installation.
   5. Pattern of installation.
   6. Pattern type, location, and direction.
   7. Pile direction.
   8. Type, color, and location of insets and borders.
   9. Type, color, and location of edge, transition, and other accessory strips.
   10. Transition details to other flooring materials.

C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer’s name, material description, color, pattern, and designation indicated on Drawings and in schedules.
   2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- (300-mm-) long Samples.

D. Samples for Initial Selection: For each type of carpet tile.
   1. Include Samples of exposed edge, transition, and other accessory stripping involving color or finish selection.

E. Samples for Verification: For each of the following products and for each color and texture required. Label each Sample with manufacturer’s name, material description, color, pattern, and designation indicated on Drawings and in schedules.
   2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- (300-mm-) long Samples.

F. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.

C. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
   1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
   2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd. (8.3 sq. m).

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the [Commercial II] [Master II] <Insert description> certification level.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
   1. Build mockups at locations and in sizes shown on Drawings.
   2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with CRI's "CRI Carpet Installation Standard."

1.9 FIELD CONDITIONS

A. Comply with CRI's "CRI Carpet Installation Standard" for temperature, humidity, and ventilation limitations.

B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.

C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
1.10 WARRANTY

A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.

1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.

2. Failures include, but are not limited to, the following:
   a. More than 10 percent edge raveling, snags, and runs.
   b. Dimensional instability.
   c. Excess static discharge.
   d. Loss of tuft-bind strength.
   e. Loss of face fiber.
   f. Delamination.

3. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

A. Basis-of-Design Product: Subject to compliance with requirements, provide Shaw Contract Group, a Berkshire Hathaway company; Bright Work Collection.

1. Color: 27750, Bronzed.
3. Fiber Content: 100 percent nylon 6, 6.
4. Fiber Type: Eco Solution Q Nylon.
5. Pile Characteristic: Multi-Level pattern-loop pile.
6. Density: 5,276 oz./cu. yd. (g/cu. cm).
7. Pile Thickness: 0.116 inches for finished carpet tile.
8. Stitches: 9 stitches per inch (mm).
9. Gage: 1/12 ends per inch (mm).
10. Surface Pile Weight: 17.0 oz./sq. yd. (g/sq. m).
11. Primary Backing/Backcoating: Synthetic.
13. Size: 24 by 24 inches (610 by 610 mm).
14. Applied Treatments:
   b. Antimicrobial Treatment: Manufacturer's standard treatment

2.2 WALK OFF CARPET TILE CPT-2

A. Basis-of-Design Product: Subject to compliance with requirements, provide Shaw Contract Group, a Berkshire Hathaway company; Steppin Out Collection.

2. Pattern: 5T032, Bon Jour II Tile.
3. Fiber Content: Polyester.
4. Fiber Type: Pet Polyester.
6. Density: 5,284 oz./cu. yd. (g/cu. cm).
7. Pile Thickness: 0.344 inches (mm) for finished carpet tile.
8. Stitches: 11.0 stitches per inch (mm).
9. Gage: 1/12 ends per inch (mm).
10. Surface Pile Weight: 50.5 oz./sq. yd. (g/sq. m).
11. Primary Backing/Backcoating: Synthetic.
13. Size: 24 by 24 inches (610 by 610 mm).
2.3 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.

B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.

B. Examine carpet tile for type, color, pattern, and potential defects.

C. Concrete Slabs: Verify that finishes comply with requirements specified on Structural Drawings "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.

1. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft. (304.8 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.

   a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.

   b. Relative Humidity Test: Using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.

   c. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Comply with CRI's "Carpet Installation Standards" and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.

C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.

D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.
3.3 INSTALLATION

A. General: Comply with CRI's "CRI Carpet Installation Standard," Section 18, "Modular Carpet" and with carpet tile manufacturer's written installation instructions.

B. Installation Method: Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.

C. Maintain dye-lot integrity. Do not mix dye lots in same area.

D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.

E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.

F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.

H. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing carpet tile:
   1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
   2. Remove yarns that protrude from carpet tile surface.

B. Protect installed carpet tile to comply with CRI's "Carpet Installation Standard," Section 20, "Protecting Indoor Installations."

C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813
SECTION 099113 - EXTERIOR PAINTING

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 surface preparation and the application of paint systems on the following exterior substrates:
   1. Concrete.
   2. Steel and iron.
   3. Pipe Bollard.
   5. Aluminum (not anodized or otherwise coated).

B. Related Requirements:
   1. Section 133419 "metal building systems".

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.
   1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
   2. Indicate VOC content.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
   1. Submit Samples on rigid backing, 8 inches (200 mm) square.
   2. Apply coats on Samples in steps to show each coat required for system.
   3. Label each coat of each Sample.
   4. Label each Sample for location and application area.

D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

2. Benjamin Moore & Co.
4. Dulux (formerly ICI Paints); a brand of AkzoNobel.
5. Dunn-Edwards Corporation.

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:
   1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
   1. Concrete: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
D. Proceed with coating application only after unsatisfactory conditions have been corrected.
   1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer’s written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
   1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer’s written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer’s written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

A. Apply paints according to manufacturer’s written instructions and recommendations in "MPI Architectural Painting Specification Manual."
   1. Use applicators and techniques suited for paint and substrate indicated.
   2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
   3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
   4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
   1. Contractor shall touch up and restore painted surfaces damaged by testing.
   2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Traffic Surfaces:
   1. Alkyd Floor Enamel System:
      b. Topcoat: Floor enamel, alkyd, gloss (MPI Gloss Level 6), MPI #27.
      c. Additive: Manufacturer's standard additive to increase skid resistance of painted surface.

B. Steel and Iron Substrates:
   1. Water-Based Light Industrial Coating System MPI EXT 5.1B:
      a. Prime Coat: Primer, zinc rich, inorganic, MPI #19.
      c. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3), MPI #161.
   2. Water-Based Light Industrial Coating over Epoxy System MPI EXT 5.1R:
      b. Intermediate Coat: Epoxy, high build, low gloss.
      c. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3).
   3. Alkyd System:
      a. Prime Coat: Primer, alkyd, anticorrosive, for metal.
      c. Topcoat: Alkyd, exterior, flat (MPI Gloss Level 1).

C. Galvanized-Metal Substrates:
   1. Latex System MPI EXT 5.3A:
      c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.
   2. Water-Based Light Industrial Coating System MPI EXT 5.3G:
c. Topcoat: Light industrial coating, exterior, water based (MPI Gloss Level 3).

END OF SECTION 099113
SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:
   1. Concrete.
   2. Steel and iron.

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.
   1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
   2. Indicate VOC content.

B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
   1. Submit Samples on rigid backing, 8 inches (200 mm) square.
   2. Step coats on Samples to show each coat required for system.
   3. Label each coat of each Sample.
   4. Label each Sample for location and application area.

C. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.
1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
   1. Maintain containers in clean condition, free of foreign materials and residue.
   2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design Product: Subject to compliance with requirements, provide Sherwin Williams or comparable product by one of the following:
   1. Benjamin Moore & Co.
   2. Dunn-Edwards Corporation.
   3. PPG Architectural Coatings.

B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:
   1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
   2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As indicated in a color schedule.
   1. Ten percent of surface area will be painted with deep tones.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
   1. Concrete: 12 percent.
   2. Gypsum Board: 12 percent.
C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.
   1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
   1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
   1. Use applicators and techniques suited for paint and substrate indicated.
   2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
   3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
   4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
   1. Paint the following work where exposed in equipment rooms:
      a. Equipment, including panelboards.
      b. Uninsulated metal piping.
      c. Uninsulated plastic piping.
      d. Pipe hangers and supports.
      e. Metal conduit.
      f. Plastic conduit.
      g. Tanks that do not have factory-applied final finishes.
      h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
   2. Paint the following work where exposed in occupied spaces:
      a. Equipment, including panelboards.
      b. Uninsulated metal piping.
      c. Uninsulated plastic piping.
      d. Pipe hangers and supports.
      e. Metal conduit.
      f. Plastic conduit.
      g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
      h. Other items as directed by Architect.
   3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
3.5 INTERIOR PAINTING SCHEDULE

A. Metal Substrates (Aluminum, Steel, Galvanized Steel):
   1. Latex System:
      a. Prime Coat: Primer, rust-inhibitive, water based: Manufacturer’s recommended primer.
      c. Topcoat: Water-based acrylic, semi-gloss, Gloss Level 5:

B. Gypsum Board Substrates: Anti-Microbial, Zero VOC Finish:
   1. Latex System:
      a. Prime Coat: Primer, latex, interior: Manufacturer’s recommended primer.
      c. Topcoat: Latex, interior, semi-gloss, Gloss Level 5:
         S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.

3.6 INTERIOR PAINT COLOR SCHEDULE

A. Interior Gypsum Board Walls:
   1. Garage: Semi gloss enamel
      a. PT-2 -
   2. All other areas: Latex – Satin
      a. PT-01 – field color, off white
      b. PT-03 – break room accent color

END OF SECTION 099123
SECTION 101419 - DIMENSIONAL LETTER SIGNAGE

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. Cast dimensional characters.
   2. Cutout dimensional characters.
   3. Fabricated channel dimensional characters.
   4. Illuminated, fabricated channel dimensional characters.
   5. Molded-plastic dimensional characters.
   6. Illuminated, molded-plastic dimensional characters.

1.3 DEFINITIONS

A. Illuminated: Illuminated by lighting source integrally constructed as part of the sign unit.

1.4 COORDINATION

A. Furnish templates for placement of electrical service embedded in permanent construction by other installers.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For signs.
   1. Include fabrication and installation details and attachments to other work.
   2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
   3. Show message list, typestyles, graphic elements, and layout for each sign at least 1”=1’-0” Minimum.

C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
   1. Include representative Samples of available typestyles and graphic symbols.

D. Samples for Verification: For each type of sign assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:
   1. Dimensional Characters: Full-size Sample of dimensional character.
   2. Exposed Accessories: Full-size Sample of each accessory type.
   3. Full-size Samples, if approved, will be returned to Contractor for use in the Project.

E. Product Schedule: For dimensional letter signs. Use same designations indicated on Drawings or specified.
1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Deterioration of finishes beyond normal weathering.
   b. Separation or delamination of sheet materials and components.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DIMENSIONAL CHARACTERS

A. Cast Characters POLVADERA FIRE STATION Characters with uniform faces, sharp corners, and precisely formed lines and profiles, and as follows:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. Cosco.
   b. Gemini Incorporated.
   c. Metal Arts.
   d. Metallic Arts.
   e. Substitutions: See Section 016000

2. Character Material: Cast aluminum.

3. Character Height: 20”.

4. Thickness: 1.5”.

5. Finishes:
   a. Integral Aluminum Finish: Brushed Anodized, or color as selected by Architect from full range of manufacturer’s colors and color densities.


7. Typeface: ARIAL BLACK.

2.2 DIMENSIONAL CHARACTER MATERIALS

A. Aluminum Castings: ASTM B 26/B 26M, alloy and temper recommended by sign manufacturer for casting process used and for type of use and finish indicated.

2.3 ACCESSORIES

A. Fasteners and Anchors: Manufacturer’s standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:

1. Use concealed fasteners and anchors unless indicated to be exposed.

2. For exterior exposure, furnish stainless-steel or hot-dip galvanized devices unless otherwise indicated.

3. Sign Mounting Fasteners:
   a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.

2.4 FABRICATION

A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.

2. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.

3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.

4. Internally brace dimensional characters for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.

5. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

6. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.

2.5 GENERAL FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.6 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.

1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.

2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.

3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

B. Mounting Methods:

1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
a. Masonry or Concrete Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.

3.3 ADJUSTING AND CLEANING

A. Remove and replace damaged or deformed characters and signs that do not comply with specified requirements. Replace characters with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.

B. Remove temporary protective coverings and strippable films as signs are installed.

C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101419
SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

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. Private-use bathroom accessories.
   2. Mirrors
   3. Custodial accessories.

B. Related Requirements:
   1. Section 093013 "Ceramic Tiling" for ceramic toilet and bath accessories.

1.3 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
   2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
   3. Include electrical characteristics.

B. Samples: Full size, for each exposed product and for each finish specified.
   1. Approved full-size Samples will be returned and may be used in the Work.

C. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
   1. Identify locations using room designations indicated.
   2. Identify accessories using designations indicated.

1.5 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manuals.
1.7 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, visible silver spoilage defects.
   2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PUBLIC-USE WASHROOM ACCESSORIES

A. Source Limitations: Obtain public-use washroom accessories from single source from single manufacturer.

B. Toilet Tissue (Roll) Dispenser TA-02:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
      c. Bradley Corporation.
   2. Description: Roll-in-reserve dispenser with hinged front secured with tumbler lockset.
   4. Capacity: Designed for 5-inch-(127-mm-) diameter tissue rolls.
   5. Material and Finish: Stainless steel, No. 4 finish (satin).

C. Combination Towel (Folded) Dispenser/Waste Receptacle TA-40:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
      c. Bradley Corporation.
   2. Description: Combination unit for dispensing C-fold or multifold towels, with removable waste receptacle.
      a. Designed for nominal 6-inch (150-mm) wall depth.
   4. Minimum Towel-Dispenser Capacity: 600 C-fold or 800 multifold paper towels.
   7. Liner: Reusable, vinyl waste-receptacle liner.
   8. Lockset: Tumbler type for towel-dispenser compartment.

D. Liquid-Soap Dispenser TA-10
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Specialties, Inc.
b.  Bobrick Washroom Equipment, Inc.
c.  Bradley Corporation.

2.  Description: Designed for dispensing antibacterial soap in form.
5.  Materials: Stainless steel tank, cover, and working parts; push type soap valve, check valve.
7.  Refill Indicator: Window type.

E.  Grab Bar TA-20

1.  Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a.  American Specialties, Inc.
   b.  Bobrick Washroom Equipment, Inc.
   c.  Bradley Corporation.

3.  Material: Stainless steel, 0.05 inch (1.3 mm) thick.
   a.  Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
4.  Outside Diameter: 1-1/2 inches (38 mm).
5.  Configuration and Length: As indicated on Drawings.

F.  Sanitary-Napkin Disposal Unit TA-03:

1.  Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a.  American Specialties, Inc.
   b.  Bobrick Washroom Equipment, Inc.
   c.  Bradley Corporation.

3.  Door or Cover: Self-closing, disposal-opening cover and hinged face panel with tumbler lockset.
5.  Material and Finish: Stainless steel, No. 4 finish (satin).

G.  Mirror Unit - TA-08:

1.  Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a.  American Specialties, Inc.
   b.  Bobrick Washroom Equipment, Inc.
   c.  Bradley Corporation.

2.  Frame: Stainless-steel channel.
   a.  Corners: Mitered and mechanically interlocked.
   a. One-piece, galvanized-steel, wall-hanger device with spring-action locking mechanism to
      hold mirror unit in position with no exposed screws or bolts.
   b. Wall bracket of galvanized steel, equipped with concealed locking devices requiring a
      special tool to remove.
4. Size: As indicated on Drawings.

2.2 SHOWER ROOM ACCESSORIES

A. Source Limitations: Obtain private-use bathroom accessories from single source from single
manufacturer.

B. Shower Curtain Rod TA-50
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the
      following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
   2. Outside Diameter: 1 inch (25.4 mm).
   4. Rod Material and Finish: Stainless steel, No. 4 finish (satin).
   5. Flange Material and Finish: Stainless steel, No. 4 finish (satin).

C. Towel Bar: LOCATION TO BE PROVIDED BY OWNER
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the
      following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
   2. Description: 3/4-inch- (19-mm-) square tube with rectangular end brackets.
   4. Length: 24 inches (610 mm).
   5. Material and Finish: Stainless steel, No. 4 finish (satin).

2.3 CUSTODIAL ACCESSORIES

A. Source Limitations: Obtain custodial accessories from single source from single manufacturer.

B. Mop and Broom Holder TA-60
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the
      following:
      a. American Specialties, Inc.
      b. Bobrick Washroom Equipment, Inc.
      c. Bradley Corporation.
2. Description: Unit with shelf, hooks, holders, and rod suspended beneath shelf.

3. Length: 36 inches (914 mm).
5. Mop/Broom Holders: Three, spring-loaded, rubber hat, cam type.
   a. Shelf: Not less than nominal 0.05-inch (1.3-mm) thick stainless steel.
   b. Rod: Approximately 1/4-inch (6-mm) diameter stainless steel.

2.4 MATERIALS

A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.

B. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036-inch (0.9-mm) minimum nominal thickness.

D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 (Z180) hot-dip zinc coating.


F. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.

G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

H. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.5 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of 4 keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf (1112 N), when tested according to ASTM F 446.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer’s written instructions.

END OF SECTION 102800
SECTION 104416 - FIRE EXTINGUISHERS

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 portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.

B. Owner-Furnished Material: Hand-carried fire extinguishers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher and mounting brackets.

B. Product Schedule: For fire extinguishers. Coordinate final fire-extinguisher schedule with fire-protection cabinet schedule to ensure proper fit and function. Use same designations indicated on Drawings.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

1. Provide fire extinguishers approved, listed, and labeled by FM Global.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Fire Extinguishers: Type, size, and capacity for each fire-protection cabinet and mounting bracket indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Guardian Fire Equipment, Inc.
b. Larsens Manufacturing Company.

2. Valves: Manufacturer's standard.
3. Handles and Levers: Manufacturer’s standard.
4. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.

B. Stored-Pressure Operated: Deep Drawn: UL-rated 2-A, 2.5-gal. (9.5-L) nominal capacity, in steel container; with pressure-indicating gage.
   1. Class: A:B:C
   2. Size: 10 pounds
   3. Finish: baked polyester powder coat, Red Color.

2.3 MOUNTING BRACKETS

A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.

B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.
   1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fire extinguishers for proper charging and tagging.
   1. Remove and replace damaged, defective, or undercharged fire extinguishers.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
   1. Mounting Brackets: 54 inches (1372 mm) above finished floor to top of fire extinguisher.

B. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION 104416
SECTION 107516 - GROUND-SET FLAGPOLES

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 ground-set flagpoles made from aluminum.

B. Owner-Furnished Material: Flags.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, operating characteristics, fittings, accessories, and finishes for flagpoles.

B. Shop Drawings: For flagpoles.
   1. Include plans, elevations, and attachment details. Show general arrangement, jointing, fittings, accessories, grounding, anchoring, and support.
   2. Include section, and details of foundation system.

C. Samples for Verification: For each type of exposed finish, in manufacturer's standard sizes.

D. Delegated-Design Submittal: For flagpoles.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For flagpoles to include in operation and maintenance manuals.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Spiral wrap flagpoles with heavy paper and enclose in a hard fiber tube or other protective container.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain flagpoles as complete units, including fittings, accessories, bases, and anchorage devices, from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design flagpole assemblies.

B. Seismic Performance: Flagpole assemblies shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
C. Structural Performance: Flagpole assemblies, including anchorages and supports, shall withstand design loads indicated within limits and under conditions indicated.
   1. Wind Loads: Determine according to NAAMM FP 1001. Basic wind speed for Project location is 90 MPH.
   2. Base flagpole design on nylon or cotton flags of maximum standard size suitable for use with flagpole or flag size indicated, whichever is more stringent.

2.3 ALUMINUM FLAGPOLES
A. Aluminum Flagpoles: Entasis-tapered flagpoles fabricated from seamless extruded tubing complying with ASTM B 241/B 241M, Alloy 6063, with a minimum wall thickness of 3/16 inch (4.8 mm).
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Flagpole.
      b. Concord Industries, Inc.
      c. U.S. Flag & Flagpole Supply, LP.

B. Exposed Height: 30 feet.

C. Construct flagpoles in one piece if possible. If more than one piece is necessary, comply with the following:
   1. Fabricate shop and field joints without using fasteners, screw collars, or lead calking.

D. Metal Foundation Tube: Manufacturer's standard corrugated-steel foundation tube, 0.060-inch (1.52-mm) wall thickness with 3/16-inch (4.8-mm) steel bottom plate and support plate; 3/4-inch (19-mm) diameter, steel ground spike; and steel centering wedges welded together. Galvanize foundation tube after assembly. Furnish loose hardwood wedges at top of foundation tube for plumbing pole.
   1. Flashing Collar: Same material and finish as flagpole.

E. Sleeve for Aluminum Flagpole: Fiberglass or PVC pipe foundation sleeve, made to fit flagpole, for casting into concrete foundation.
   1. Flashing Collar: Same material and finish as flagpole.

2.4 FITTINGS
A. Finial Ball: Flush-seam ball, sized as indicated or, if not indicated, to match flagpole-butt diameter.
   1. Spun stainless steel, finished to match flagpole.

B. External Halyard: Ball-bearing, nonfouling, revolving truck assembly of cast metal with continuous 5/16-inch- (8-mm-) diameter, braided polypropylene halyard and 9-inch (228-mm) cast-metal cleats with fasteners. Finish exposed metal surfaces to match flagpole.
   1. Halyards and Cleats: Two at each flagpole.
   2. Cleat Covers: Cast metal, finished to match flagpole, secured with cylinder locks.
   3. Halyard Covers: 2-inch (50-mm) channel, 60 inches (1500 mm) long, finished to match flagpole.

2.5 MISCELLANEOUS MATERIALS
A. Drainage Material: Crushed stone, or crushed or uncrushed gravel; coarse aggregate.

B. Sand: ASTM C 33/C 33M, fine aggregate.
C. Elastomeric Joint Sealant: Single-component nonsag urethane joint sealant complying with requirements in Section 079200 "Joint Sealants."

2.6 ALUMINUM FINISHES

A. Natural Satin Finish: AA-M32, fine, directional, medium satin polish; buff complying with AA-M20; seal aluminum surfaces with clear, hard-coat wax.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare uncoated metal flagpoles that are set in foundation tubes by painting below-grade portions with a heavy coat of bituminous paint.

B. Foundation Excavation: Excavate to neat clean lines in undisturbed soil. Remove loose soil and foreign matter from excavation and moisten earth before placing concrete. Place and compact drainage material at excavation bottom.

C. Provide forms where required due to unstable soil conditions and for perimeter of flagpole base at grade. Secure and brace forms to prevent displacement during concreting.

D. Foundation Tube: Place foundation tube, center, and brace to prevent displacement during concreting. Place concrete. Plumb and level foundation tube and allow concrete to cure.

E. Sleeves: Locate and secure sleeves in forms by bracing to reinforcement and forms.

F. Anchor Bolts: Locate and secure anchor bolts in forms with templates and by tying to reinforcement.

G. Place concrete, Compact concrete in place by using vibrators. Moist-cure exposed concrete for no fewer than seven days or use nonstaining curing compound.

H. Trowel exposed concrete surfaces to a smooth, dense finish, free of trowel marks, and uniform in texture and appearance. Provide positive slope for water runoff to perimeter of concrete base.

3.2 FLAGPOLE INSTALLATION

A. General: Install flagpoles where indicated and according to Shop Drawings and manufacturer's written instructions.

B. Foundation Tube: Place flagpole in tube, seated on bottom plate between steel centering wedges, and install hardwood wedges to secure flagpole in place. Place and compact sand in foundation tube and remove hardwood wedges. Seal top of foundation tube with a 2-inch (50-mm) layer of elastomeric joint sealant and cover with flashing collar.

C. Baseplate: Cast anchor bolts in concrete foundation. Install baseplate on washers placed over leveling nuts on anchor bolts and adjust until flagpole is plumb. After flagpole is plumb, tighten retaining nuts and fill space under baseplate solidly with nonshrink, nonmetallic grout. Finish exposed grout surfaces smooth and slope 45 degrees away from edges of baseplate.

END OF SECTION 107516
SECTION 113013 - RESIDENTIAL APPLIANCES

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: Owner Provide Contractor Installed
   2. Kitchen exhaust ventilation.
   4. Ice making appliances.
   5. Clothes Washer and Dryer

B. Related Requirements:
   1. Electrical Drawings
   2. Plumbing and Mechanical Drawings

PART 2 - PRODUCTS

2.1 COOKTOPS

A. Range – EQ-03
   a. 26”X30” – Owner Provided Contractor Installed.

2.2 KITCHEN EXHAUST VENTILATION

A. Electric Range Exhaust Hood: EQ-02

2.3 REFRIGERATOR/FREEZERS

A. Refrigerator/Freezer: EQ-01
   a. One-door refrigerator with freezer compartment inside and complying with AHAM HRF-1.
   b. Type: Freestanding.
   c. Owner Provided Contractor Installed.
   d. Width: 35 inches.
   e. Depth: 32 inches.
   f. Height: 84 inches.

2.4 ICEMAKERS

A. Icemaker EQ-05:
   1. Type: Freestanding Upright Bin Type.
   2. Dimensions:
      a. Width: 15-1/4 inches (387 mm).
      b. Depth: 25-1/4 inches (641 mm).
      c. Height: 34-1/2 inches (876 mm).
   3. Ice Capacity:
2.5 CLOTHES WASHERS AND DRYERS

A. Clothes Washer EQ-07
   1. Owner provided Contractor Installed
   2. Type: Freestanding, top-loading unit.

B. Clothes Dryer EQ-06
   1. Owner provided Contractor Installed
   2. Type: Freestanding, top-loading unit.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install appliances according to manufacturer's written instructions.

B. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and that rough openings are completely concealed.

C. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.

D. Range Anti-Tip Device: Install at each range according to manufacturer's written instructions.

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:
   1. Perform visual, mechanical, and electrical inspection and testing for each appliance according to manufacturers' written recommendations. Certify compliance with each manufacturer's appliance-performance parameters.
   2. Leak Test: After installation, test for leaks. Repair leaks and retest until no leaks exist.
   3. Operational Test: After installation, start units to confirm proper operation.
   4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and components.

3.3 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain residential appliances.

END OF SECTION 113013
SECTION 133419 - METAL BUILDING SYSTEMS

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. Structural-steel framing.
   2. Metal roof panels.
   3. Metal wall panels.
   4. Metal soffit panels.
   5. Thermal insulation.
   6. Accessories.

1.3 COORDINATION

A. Coordinate sizes and locations of concrete foundations and casting of anchor-rod inserts into foundation walls and footings. Anchor rod installation, concrete, reinforcement, and formwork requirements are specified in Structural Drawings.

B. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Metal Building package provided by Owner, on site.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Refer to Rhino Metal Building Shop Drawings provided by Owner for Reference Only

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Before erection proceeds, survey elevations and locations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing, with erector present, for compliance with requirements and metal building system manufacturer's tolerances.
   1. Engage land surveyor to perform surveying.

C. Proceed with erection only after unsatisfactory conditions have been corrected.
3.2  PREPARATION

A.  Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.

B.  Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place unless otherwise indicated.

3.3  ERECTION OF STRUCTURAL FRAMING

A.  Erect metal building system according to manufacturer's written instructions and drawings.

B.  Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.

C.  Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.

   1.  Set plates for structural members on wedges, shims, or setting nuts as required.
   2.  Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
   3.  Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

E.  Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
   1.  Level and plumb individual members of structure.
   2.  Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.

F.  Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
   1.  Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt type and joint type specified.
      a.  Joint Type: Snug tightened or pretensioned as required by manufacturer.

G.  Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.
   1.  Provide rake or gable purlins with tight-fitting closure channels and fasciae.
   2.  Locate and space wall girts to suit openings such as doors and windows.
   3.  Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.

H.  Steel Joists: Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Standard Specifications and Load Tables for Steel Joists and Joist Girders," joist manufacturer's written instructions, and requirements in this Section.
   1.  Before installation, splice joists delivered to Project site in more than one piece.
2. Space, adjust, and align joists accurately in location before permanently fastening.
3. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
4. Joist Installation: Bolt joists to supporting steel framework using carbon-steel bolts unless otherwise indicated.
7. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.

I. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.
1. Tighten rod and cable bracing to avoid sag.
2. Locate interior end-bay bracing only where indicated.

J. Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.

K. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

3.4 METAL PANEL INSTALLATION, GENERAL

A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.

3.5 METAL ROOF PANEL INSTALLATION

A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
1. Install ridge caps as metal roof panel work proceeds.
2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.

3.6 METAL WALL PANEL INSTALLATION

A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
2. Shim or otherwise plumb substrates receiving metal wall panels.
3. When two rows of metal panels are required, lap panels 4 inches (102 mm) minimum.
4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
5. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
6. Flash and seal metal wall panels with weather closures at eaves and rakes, and at perimeter of all openings. Fasten with self-tapping screws.
8. Install flashing and trim as metal wall panel work proceeds.
9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.
10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.

3.7 THERMAL INSULATION INSTALLATION

A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
   1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
   2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
   3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
   4. Install blankets straight and true in one-piece lengths. Install vapor retarder over insulation, with both sets of facing tabs sealed, to provide a complete vapor retarder.

B. Blanket Roof Insulation: Comply with the following installation method:
   2. Between-Purlin Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Hold in place with bands and crossbands below insulation.
   3. Over-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Install layer of filler insulation over first layer to fill space formed by metal roof panel standoffs. Hold in place by panels fastened to standoffs.
      a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.
   4. Two-Layers-between-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Install layer of filler insulation over first layer to fill space between purlins formed by thermal spacer blocks. Hold in place with bands and crossbands below insulation.
      a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.
   5. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

C. Blanket Wall Insulation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal wall panels fastened to secondary framing.
   1. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.
   2. Sound-Absorption Insulation: Where sound-absorption requirement is indicated for metal liner panels, cover insulation with polyethylene film and provide inserts of wire mesh to form acoustical spacer grid.

3.8 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

D. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.
1. Provide elbows at base of downspouts to direct water away from building.
2. Tie downspouts to underground drainage system indicated.

E. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

3.9 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.

B. Product will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.10 CLEANING AND PROTECTION

A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.

B. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing and accessories.
1. Clean and prepare surfaces by SSPC-SP 2, "Hand Tool Cleaning," or by SSPC-SP 3, "Power Tool Cleaning."

2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.

C. Touchup Painting: Cleaning and touchup painting are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

D. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 133419
SECTION 321723 - PAVEMENT MARKINGS

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 painted markings applied to asphalt and concrete pavement.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of product.
   1. Include technical data and tested physical and performance properties.
B. Shop Drawings: For pavement markings.
   1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
   2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

1.4 FIELD CONDITIONS
A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4.4 deg C) for alkyd materials, and not exceeding 95 deg F (35 deg C).

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Colorado Paint Company; a subsidiary of Swarco Industries Inc.
   2. Dow Chemical Company (The).
   3. General Paint.
   4. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
   5. Scott Paint.

2.2 PERFORMANCE REQUIREMENTS
A. Accessibility Standard: Comply with applicable provisions in the USDOJ’s "2010 ADA Standards for Accessible Design" ICC A117.1.

2.3 PAVEMENT-MARKING PAINT
A. Pavement-Marking Paint: MPI #97, latex traffic-marking paint.
   1. Color: White, Yellow or Blue.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.

B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow paving to age for a minimum of 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
   1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
   2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal. (0.72 kg/L).

3.3 PROTECTING AND CLEANING

A. Protect pavement markings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 321723