STATE OF DELAWARE
DEPARTMENT OF OMB/DIVISION OF
FACILITIES MANAGEMENT
CONTRACT # MC1002000451

SPECIFICATIONS
FOR
CANOPY REPAIR

AT

DIVISION OF COMMUNICATIONS
ADMINISTRATIVE OFFICE
3050 UPPER KING ROAD
DOVER, DELAWARE 19904

PREPARED
BY

STUDIO JAED ARCHITECTS & ENGINEERS
2500 WRANGLE HILL ROAD
BEAR, DE 19701
STUDIO JAED PROJECT # 19058

ISSUED FOR
BID
AUGUST 10, 2020
STATE OF DELAWARE
DEPARTMENT OF OMB/DIVISION OF
FACILITIES MANAGEMENT
CONTRACT # MC1002000451

SPECIFICATIONS
FOR

CANOPY REPAIR

AT

DIVISION OF COMMUNICATIONS
ADMINISTRATIVE OFFICE
3050 UPPER KING ROAD
DOVER, DELAWARE 19904

PREPARED
BY

STUDIO JAED ARCHITECTS & ENGINEERS
2500 WRANGLE HILL ROAD
BEAR, DE 19701
STUDIO JAED PROJECT # 19058

ISSUED FOR
BID
AUGUST 10, 2020
ARCHITECT/PROJECT MANAGER:

PAUL GUGGENBERGER, AIA, NCARB
DE LICENSE NO. 6548
PRINCIPAL
STUDIO JAED ARCHITECTS & ENGINEERS
2500 WRANGLE HILL ROAD, SUITE 110
BEAR, DE 19701
(302) 832-1652
RESPONSIBLE FOR DIVISIONS 01–09

ELECTRICAL ENGINEERING:

PARAG H. PATEL, P.E.
LICENSE NO. 10552
ELECTRICAL ENGINEER
STUDIO JAED ARCHITECTS & ENGINEERS
2500 WRANGLE HILL ROAD, SUITE 110
BEAR, DE 19701
(302) 832-1652
RESPONSIBLE FOR DIVISION 26

END OF SECTION
A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

B. DOCUMENTS BOUND HEREWITH

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 01 – PROJECT TITLE PAGE
00 01 04 – SEALS PAGE
00 01 10 – TABLE OF CONTENTS
00 01 15 – LIST OF DRAWING SHEETS

PROCUREMENT REQUIREMENTS

00 11 13 – INVITATION TO BID
00 21 13 – INSTRUCTIONS TO BIDDERS
00 41 13 – BID FORM
00 41 14 – ALLOWANCE AUTHORIZATION
00 43 13 – BID BOND

CONTRACTING REQUIREMENTS

00 52 13 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
  SAMPLE DOCUMENT AIA A101
  SAMPLE DOCUMENT AIA A101 EXHIBIT A
00 54 13 – SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR
00 54 14 – SUPPLEMENT TO A101-2017 EXHIBIT A INSURANCE AND BONDS
00 61 13.13 – PERFORMANCE BOND
00 61 13.16 – PAYMENT BOND
00 62 76 – APPLICATION AND CERTIFICATE FOR PAYMENT
  SAMPLE DOCUMENTS AIA G702 & G703
00 65 01 – CLOSEOUT DOCUMENT CHECKLIST
00 72 13 – GENERAL CONDITIONS TO THE CONTRACT
  SAMPLE DOCUMENT AIA A201
00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS
00 73 46 – WAGE DETERMINATION SCHEDULE
00 81 13 – GENERAL REQUIREMENTS
00 81 14 – DRUG TESTING FORMS
00 81 15 – AFFIDAVIT OF CRAFT TRAINING COMPLIANCE
DIVISION 01 – GENERAL REQUIREMENTS
01 10 00 – SUMMARY
01 20 00 – PRICE AND PAYMENT PROCEDURES
01 21 00 – ALLOWANCES
01 30 00 – ADMINISTRATIVE REQUIREMENTS
01 40 00 – QUALITY REQUIREMENTS
01 42 16 – DEFINITIONS
01 50 00 – TEMPORARY FACILITIES AND CONTROLS
01 58 13 – TEMPORARY PROJECT SIGNAGE
01 60 00 – PRODUCT REQUIREMENTS
01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS
01 74 19 – CONSTRUCTION WASTE MANAGEMENT
01 76 10 – TEMPORARY PROTECTIVE COVERINGS
01 78 00 – CLOSEOUT SUBMITTALS

DIVISION 02 – EXISTING CONDITIONS
02 41 00 – DEMOLITION

DIVISION 03 – CONCRETE
03 01 00 – MAINTENANCE OF CONCRETE

DIVISION 04 – MASONRY
04 01 00 – MAINTENANCE OF MASONRY

DIVISION 05 – COLD FORMED METAL FRAMING
05 40 00 – COLD-FORMED METAL FRAMING

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES
06 10 00 – ROUGH CARPENTRY

DIVISION 07 – THERMAL AND MOISTURE PROTECTION
07 01 50.19 – PREPARATION FOR REROOFING
07 24 00 – EXTERIOR INSULATION AND FINISH SYSTEMS
07 53 00 – ELASTOMERIC MEMBRANE ROOFING
07 62 00 – SHEET METAL FLASHING AND TRIM
07 71 00 – ROOF SPECIALTIES
07 71 23 – MANUFACTURED SCUPPERS AND DOWNSPOUTS
07 92 00 – JOINT SEALANTS
DIVISION 09 – FINISHES
09 51 00 – ACOUSTICAL CEILINGS
09 91 13 – EXTERIOR PAINTING

DIVISION 22 – PLUMBING
22 10 05 – PLUMBING PIPING
22 10 06 – PLUMBING PIPING SPECIALTIES

DIVISION 26 – ELECTRICAL
26 05 19 – LOW VOLTAGE ELEC. POWER CONDUCTORS AND CABLES
26 05 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 34 – CONDUIT
26 05 37 – BOXES
26 05 53 – IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 09 23 – LIGHTING CONTROL DEVICES
26 56 00 – EXTERIOR LIGHTING

DIVISION 32 – EXTERIOR IMPROVEMENTS
32 11 23 – AGGREGATE BASE COURSES
32 12 16 – ASPHALT PAVING
32 13 13 – CONCRETE PAVING

END OF SECTION
LIST OF DRAWINGS

G-001   PROJECT COVER SHEET
G-002   ABBREVIATIONS, GENERAL NOTES AND SYMBOLS
S-101   STRUCTURAL NOTES & PLANS
AD101   DEMOLITION PLAN, SECTION AND ELEVATION
A-101   CONSTRUCTION PLANS AND ELEVATIONS
A-501   SCHEDULES AND DETAILS

END OF SECTION
ADVERTISEMENT FOR BIDS

Sealed bids for OMB/DFM Contract No. MC1002000451 – DIVISION OF COMMUNICATION ADMINISTRATIVE BUILDING – CANOPY REPAIR will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by either electronic mail or by mail as follows. Bid submissions submitted by electronic mail must be sent to DFM-BID@delaware.gov and a hard copy of the entire submission shall be sent by mail within five (5) business days of the bid submission deadline.

Sealed bids shall be mailed and addressed to the Division of Facilities Management, Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901. The outer envelope should clearly indicate: "OMB/DFM CONTRACT NO. MC1002000451 – STATE OF DELAWARE – DIVISION OF COMMUNICATION ADMINISTRATIVE BUILDING – CANOPY REPAIR - SEALED BID - DO NOT OPEN."

Bids will be accepted until 1:00 pm local time on November 17th. Bids will be opened and read aloud at 1:45 pm local time on November 17th. Bidder bears the risk of late delivery. Any bids received after the stated time whether by mail or electronic mail will be rejected and the mailed bids will be returned unopened. The bid opening will be held through electronic means to comply with the Governor’s State of Emergency. To attend the bid opening, the public may participate by joining the meeting at Webex.com, meeting number 173 150 6657 and password DIVCOM1117. There will be no in-person meeting.

Work includes repair of the following: Portion of existing sidewalk; portion of existing asphalt driveway; repair of one concrete pier; demolition and installation of flat roof membrane, insulation, roof copings and flashings; installation of new framing for EFIS fascia at canopy; demolition and installation of existing downspout, pvc piping and roof drain.

A MANDATORY Pre-Bid Meeting will be held on October 27th at 1:00 pm. In compliance with the Governor’s State of Emergency, the pre-bid meeting will be held by electronic means. There will be no in-person meeting. The public may join the pre-bid meeting at Webex.com, meeting number 173 344 5572 and password DIVCOM1027 for the purpose of establishing the list of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.

Contract documents may be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE 19720, phone (302) 328-5019 upon receipt of $70.00 per hard copy set/non-refundable and $55.00 per electronic copy set/non-refundable. Checks are to be made payable to “StudioJAED”.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein.

END OF SECTION
Effective Date: March 30, 2020

To the Business Partners/Vendors of the State of Delaware:

The U.S. and Countries around the world are experiencing an unprecedented risk of exposure to CoViD19 (Corona Virus Disease). In order to ensure the highest level of safety to its business partners, the State of Delaware is implementing a virtual procurement process, replacing all of its “in person” encounters with “virtual experiences”. We are here to keep your team connected on any internet-enabled device, maintaining the highest level of process integrity while mitigating your risk of exposure.

Effective today, the Team of the Office of Management and Budget (OMB), Government Support Services (GSS) and the Division of Facilities Management (DFM) will begin this new virtual procurement process on Monday, March 30, 2020. The following processes will be done by electronic means in lieu of in-person gatherings:

1. Pre-Bid meetings
2. Bid submissions
3. Bid Openings

**Pre-Bid meetings**

Participation in pre-bid meetings will continue to be mandatory. Participants must download the WebEx application (this is free, can be downloaded to your phone or computer devices, and can be found at https://www.webex.com/).

The bid advertisement posted at bids.delaware.gov will identify the date and time for the pre-bid. Participants will be provided a meeting number to access the meeting at Webex.com. Both video & voice features will be available. “In-person” pre-bid attendance will not be available.

When the virtual meeting begins, participants will be required to state their name, title and company name at the beginning of the meeting and again at the end of the meeting.

Participants must remain for the duration of the entire meeting. If a participant becomes disconnected from WebEx, the participant will need to call back immediately and announce that they've returned to the meeting.

Prior to speaking to make observations or ask questions, the participant must identify themselves and their company name.

If a “walk through” is conducted, it will be scheduled by the Project Manager (PM) in groups of ten (10) or less participants and be strictly conducted under the Host Agency’s (HA) visitation procedures. Participants will be informed of those procedures prior to the scheduled “walk through”.

**Bid submissions**

"In-person" bid/proposal submissions will no longer be accepted.
Bids must be sent by email to DFM-BID@delaware.gov and one (1) full hard copy by mail. The hard copy does not need to be received by the bid submission deadline, but the email bid submission must be received timely or the bid will be rejected.

Bid advertisements at bids.delaware.gov will indicate a bid submission due date and time as well as a bid opening date and time. These bid opening dates and times must be met in order for the submission to be considered responsive.

**Bid openings**

Interested parties can log to listen/watch by utilizing Webex.com and the meeting number associated. Guests will not be admitted into a facility for a bid opening. Bid openings will be recorded and posted to bids.delaware.gov as an addendum. A link and password will be provided at the bottom of the bid tabulation sheet.

**Final Word**

Thank you for bearing with us during this change. As we move forward in this evolving environment, each of us will have to do our part to mitigate that transmission of COVID-19. Please remember to:

- Follow Governor Carney's orders ([https://governor.delaware.gov/health-soe/](https://governor.delaware.gov/health-soe/))
- Wash your hands frequently
- Cover your cough with a tissue or inside of your elbow
- Disinfect surfaces frequently
- Stay home if you are sick
- Get your flu shot, if you haven’t already.

If you have any questions concerning this change in process, please contact the Project Manager listed as the contact on the bids.delaware.gov website.

Best Regards,

OMB/DFM
# INSTRUCTIONS TO BIDDERS

## TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER’S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.14 BASE BID: 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 (if any are required to be stated in the bid).

1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, 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.

1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.

1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER’S REPRESENTATIONS

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder’s his personal observations with the requirements of the proposed Contract Documents.
2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency 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 report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder’s responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect’s decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the 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 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter “No Change”. The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and 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 agent’s authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. The bidder must list in each category the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder’s listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor’s full name and address (City & State). If the Bidder intends to perform any category of work itself, it must list its full name and address. For clarification, if the Bidder intends to perform the work themselves, the Bidder may not insert “not applicable”, “N/A”, “self” or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, note the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.
4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor’s qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
B. The contractor employs 10 or more total employees.
C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity 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 to be provided by the contracting agency setting forth this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation “BID ENCLOSED” on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked “LATE BID” and returned.

4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS
5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and 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.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS
5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS
5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder’s financial, physical, personnel or other resources including Subcontracts;

B. The Bidder’s record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder’s written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;
E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, “The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid.”

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor’s Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

6.3 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.
ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 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.

END OF SECTION
Canopy Repair
Division of Communication Administrative Office
3050 Upper King Road
Dover, DE 19904
Contract No. MC1002000451

BID FORM

For Bids Due: _________________________ To: OMB / Division of Facilities Management

OMB / Division of Facilities Management
540 South DuPont Highway, Suite 1
Dover, DE 19901

Name of Bidder: __________________________________________________________

Delaware Business License No.: _________________________ Taxpayer ID No.: _________________________
(A copy of Bidder’s Delaware Business License must be attached to this form.)
(Other License Nos.): ____________________________________________________

Phone No.: ( ) ____________ - ____________ Fax No.: ( ) ____________ - ____________

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

$__________________________

(Initial)

ALTERNATES

There are no alternates prices.

UNIT PRICES

There are no unit prices.

ALLOWANCES

Allowances are included as follows:

Allowance No. 1: $15,000 for general contingencies and repairs, any remaining balance of which is to be returned to owner by credit change order at project completion.

(Initial)
I/We acknowledge Addendums numbered ________ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within ________ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By ___________________________________________ Trading as ____________________________________________________________________________

(Individual’s / General Partner’s / Corporate Name)

(State of Corporation)

Business Address:

________________________________________________________________________________________

Witness: ___________________________________________ By: ___________________________________________

(SEAL) (Authorized Signature)

(Title)

Date: __________________________________________________________________________________

ATTACHMENTS

Sub-Contractor List

Non-Collusion Statement

Affidavit of Employee Drug Testing Program

Affidavit of Contractor Qualifications

Bid Security

(Others as Required by Project Manuals)

BID FORM

00 41 13 - 2

StudioJAED Architects & Engineers

Project No. 19058
Canopy Repair
Division of Communication Administrative Office
3050 Upper King Road
Dover, DE 19904
Contract No. MC1002000451

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list in each category the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder’s listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor’s full name and address (City & State). If the bidder intends to perform any category of work itself, it must list its full name and address. For clarification, if the bidder intends to perform the work themselves, the bidder may not insert “not applicable”, “N/A”, “self” or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

<table>
<thead>
<tr>
<th>Subcontractor Category</th>
<th>Subcontractor</th>
<th>Address (City &amp; State)</th>
<th>Subcontractors tax-payer ID # or Delaware Business license #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### BID FORM (Continued)

3. 
A. 
B. 
C. 

4. 
A. 
B. 
C. 

5. 
A. 
B. 
C. 

NOT FOR BIDDING
Canopy Repair
Division of Communication Administrative Office
3050 Upper King Road
Dover, DE 19904
Contract No. MC1002000451

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Office of Management and Budget, Division of Facilities Management.

All the terms and conditions of MJ1002000451 have been thoroughly examined and are understood.

NAME OF BIDDER: ________________________________________________________________

AUTHORIZED REPRESENTATIVE (TYPED): ____________________________________________

AUTHORIZED REPRESENTATIVE (SIGNATURE): ______________________________________

TITLE: _______________________________________________________________________

ADDRESS OF BIDDER: _______________________________________________________________________

E-MAIL: _______________________________________________________________________

PHONE NUMBER: _______________________________________________________________________

Sworn to and Subscribed before me this ________________________ day of ______________________ 20__.

My Commission expires ________________________.  NOTARY PUBLIC ________________________.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.
Canopy Repair
Division of Communication Administrative Office
3050 Upper King Road
Dover, DE 19904
Contract No. MC1002000451

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: ____________________________________________
Contractor/Subcontractor Address: ____________________________________________

Authorized Representative (typed or printed): ________________________________
Authorized Representative (signature): _______________________________________
Title: ____________________________________________________________________

Sworn to and Subscribed before me this ______________ day of ______________ 20____.  
My Commission expires ______________________.  NOTARY PUBLIC _______________________.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.
Canopy Repair
Division of Communication Administrative Office
3050 Upper King Road
Dover, DE 19904
Contract No. MC1002000451

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

We hereby certify that we will abide by the contractor’s qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: ________________________________

Contractor Address: __________________________________________________________

____________________________________________________________________________

Authorized Representative (typed or printed): _______________________________________

Authorized Representative (signature): _____________________________________________

Title: _______________________________________________________________________

Sworn to and Subscribed before me this ________________ day of __________________ 20___.

My Commission expires __________________. NOTARY PUBLIC ____________________

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

END OF SECTION
ALLOWANCE AUTHORIZATION

Project: Canopy Repair at Division of Communications Administrative Office

Architect: StudioJAED Architects & Engineers

Contractor:

AAA No.:

The Allowance is allocated as follows:

Allowance No. 1: $15,000 for General Contingencies and Repairs

Total original Contract Allowance was: $15,000
Amount of Contract Allowance Access previously authorized: $
Adjusted Contract Allowance prior to this authorization is: $
The amount of available Allowance will Decrease by this Access Authorization: $
The remaining Contract Allowance, after this Access Authorization will be: $

Recommended by:
Architect

By (Signature): ________________________________
Date: ________________________________

Accepted by:
Contractor

By (Signature): ________________________________
Date: ________________________________

Approved by:
Owner

By (Signature): ________________________________
Date: ________________________________

StudioJAED Architects & Engineers
Project No. 19058

ALLOWANCE AUTHORIZATION
00 41 14 - 1
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _______________________ in the County of ____________________, and State of ____________________, as Principal, and _______________________ in the County of ____________________, and State of ____________________, as Surety, legally authorized to do business in the State of Delaware ("State"), are held and firmly unto the State in the sum of _______________________ Dollars ($__________________), or _______________________ percent not to exceed _______________________ Dollars ($__________________) of amount of bid on Contract No. MC1002000451, to be paid to the State for the use and benefit of OMB/Division of Facilities Management for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded Principal who has submitted to the a certain proposal to enter into this contract for the furnishing of certain material and/or services within the State, shall be awarded this Contract, and if said Principal shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the OMB/Division of Facilities Management this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with __________ seal and dated this __________ day of __________ in the year of our Lord two thousand and __________ (20__) day.

SEALED, AND DELIVERED IN THE
Presence of

____________________________
Name of Bidder (Organization)

____________________________
Authorized Signature

____________________________
Title

____________________________
Name of Surety

____________________________
Title

StudioJAED Architects & Engineers
Project No. 19058

BID BOND
00 43 13 - 1
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

The contract to be utilized on this project shall be the “Standard Form of Agreement Between Owner and Contractor” AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware’s General Requirements.
AIA® Document A101™ – 2017

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

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

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

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

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

Sample Project

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

The Owner and Contractor agree as follows.

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

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

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

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

EXHIBIT A 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:
(Insert one of the following boxes.)

[ ] The date of this Agreement.

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

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

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

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

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Insert one of the following boxes and complete the necessary information.)
[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

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

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Zero Dollars and Zero Cents ($ 0.00 ), subject to additions and deductions as provided in the Contract Documents.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

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

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)
ARTICLE 5  PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

§ 5.1.6.1 The amount of each progress payment shall first include:
  .1 That portion of the Contract Sum properly allocable to completed Work;
  .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
  .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:
  .1 The aggregate of any amounts previously paid by the Owner;
  .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
  .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
  .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)


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

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

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

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

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

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect.

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

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

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

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

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

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

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

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

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

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

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

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

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

§ 8.7 Other provisions:

---

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

.6 Specifications

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

.7 Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)
[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

[ ] Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)  

(Printed name and title)

CONTRACTOR (Signature)  

(Printed name and title)
**Insurance and Bonds**

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

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

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

**THE CONTRACTOR:**
*(Name, legal status and address)*

**TABLE OF ARTICLES**

A.1 GENERAL

A.2 OWNER’S INSURANCE

A.3 CONTRACTOR’S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

**ARTICLE A.1 GENERAL**

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

**ARTICLE A.2 OWNER’S INSURANCE**

§ A.2.1 General

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

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.
§ A.2.3 Required Property Insurance

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

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

(Indicate below the cause of loss and any applicable sub-limit.)

<table>
<thead>
<tr>
<th>Causes of Loss</th>
<th>Sub-Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Sub-Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

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

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

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

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

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

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

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach,
including costs of investigating a potential or actual breach of confidential or private information.

(Indicate applicable limits of coverage or other conditions in the fill point below.)

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

Coverage Limits

ARTICLE A.3 CONTRACTOR’S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy or policies.

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

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

§ A.3.2 Contractor’s Required Insurance Coverage
§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability
§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($ ) each occurrence, ($ ) general aggregate, and ($ ) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor’s indemnity obligations under Section 3.18 of the General Conditions.
§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.
§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

§ A.3.3 Contractor’s Other Insurance Coverage

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
</table>

Init. /  
1

AIA Document A101™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:43:00 ET on 05/03/2019 under Order No.17461688716 which expires on 06/15/2019, and is not for resale.
User Notes: (1298888473)
§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

<table>
<thead>
<tr>
<th>Type</th>
<th>Penal Sum ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Bond</td>
<td></td>
</tr>
<tr>
<td>Performance Bond</td>
<td></td>
</tr>
</tbody>
</table>

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:
SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

The following supplements modify the “Standard Form of Agreement Between Owner and Constructor,” AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3.1 Delete paragraph 3.1 in its entirety and replace with the following:

“The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner.”

ARTICLE 5: PAYMENTS
5.1 PROGRESS PAYMENTS
5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

“Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment.”

5.3 Insert the interest rate of “1% per month not to exceed 12% per annum.”

ARTICLE 6: DISPUTE RESOLUTION
6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

“Any remedies available in law or in equity.”

ARTICLE 7: TERMINATION or SUSPENSION
7.1.1 Delete paragraph 7.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS
8.4 Delete paragraph 8.4 in its entirety and replace with the following:

“The Contractor’s representative shall not be changed without ten days written notice to the Owner.”

END OF SECTION
ARTICLE A.2 OWNER’S INSURANCE

A.2.1 General
Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance
Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 Required Property Insurance
Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance
Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance
Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.3 Additional Insured Obligations

In the first sentence after “coverage to include (1)” delete “(1) the Owner,”.

Strike the remainder of the first sentence beginning at the semicolon “; and (2) the Owner” through the end of the sentence.

Delete the second sentence in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:

Property Insurance of the same type and scope satisfying the requirements identified in Section A.2.3. The Contractor shall comply with all obligations of the Owner under A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.

END OF SECTION
STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: ___________________

KNOW ALL PERSONS BY THESE PRESENTS, that we, ____________________________, as principal ("Principal"), and ____________________________, a ____________________________ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the State of Delaware Office of Management & Budget ("Owner") in the amount of ____________________ ($____________), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this __________ day of ____________, 20__.  

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. OMB MC1002000451 dated the __________ day of ____________, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause Principal fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.
**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

**PRINCIPAL**

Name: __________________________________________

Witness or Attest: Address: __________________________________________

________________________________________

By: _____________________________ (SEAL)

Name: _____________________________

Title: _____________________________

(Corporate Seal)

**SURETY**

Name: __________________________________________

Witness or Attest: Address: __________________________________________

________________________________________

By: _____________________________ (SEAL)

Name: _____________________________

Title: _____________________________

(Corporate Seal)

**END OF SECTION**
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: __________________

KNOW ALL PERSONS BY THESE PRESENTS, that we, ____________________, as principal ("Principal"), and ________________, a __________ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the State of Delaware Office of Management & Budget ("Owner"), in the amount of ___________________ ($___________), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____________ day of____________, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. MC1002000451 dated the _______ day of _____________, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which Principal is liable, shall make good and reimburse Owner sufficient funds to pay such costs in the completion of the Contract as Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.
Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____________________________________________

Witness or Attest: Address: ________________________________

__________________________________________________________

By: _______________________________(SEAL)

Name: _____________________________________________

Title: _____________________________________________

(Corporate Seal)

SURETY

Name: _____________________________________________

Witness or Attest: Address: ________________________________

__________________________________________________________

By: _______________________________(SEAL)

Name: _____________________________________________

Title: _____________________________________________

(Corporate Seal)

END OF SECTION
APPLICATION AND CERTIFICATE FOR PAYMENT FORMS G702-1992 & G703-1992

The application and certificate for payment forms to be utilized on this project shall be the “Application and Certificate for Payment Forms” AIA G702-1992 and AIA G703-1992.
Application and Certificate for Payment

TO OWNER: sample
PROJECT: sample

FROM CONTRACTOR: ARCHITECT:
VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .................................................. $ 0.00
2. Net change by Change Orders ............................................ $ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ......................... $ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ 0.00
5. RETAINAGE:
   a. 0 % of Completed Work (Column D + E on G703) $ 0.00
   b. 0 % of Stored Material (Column F on G703) $ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ 0.00
8. CURRENT PAYMENT DUE .................................................. $ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 0.00

CHANGE ORDER SUMMARY

<table>
<thead>
<tr>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Total approved this Month</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: __________________________ Date: __________
County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: __________________________ Date: __________
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1976, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:21:04 on 09/07/2012 under Order No. 533488182 which expires on 05/16/2013, and is not for resale.

User Notes: (2049009783)
**AIA Document G703™ – 1992**

**Continuation Sheet**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)</th>
<th>THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
<th>% (G ÷ C)</th>
<th>BALANCE TO FINISH (C - G)</th>
<th>RETAINAGE (IF VARIABLE RATE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRAND TOTAL</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>0.00 %</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**APPLICATION NO:** 001  
**APPLICATION DATE:**  
**PERIOD TO:**  
**ARCHITECT’S PROJECT NO:**
Closeout Document Checklist

Project: Division of Communication Canopy Repair

Date: August 10, 2020

1. 2 original Form G704 Substantial Completion
2. 2 original Form G706 Affidavit of Payment of Debts and Claims
3. 2 original Form 706A Release of Liens Contractor / Subcontractor
4. 2 original Form 707 Consent of Surety Company
5. 3 original Final Payment App
6. Meeting Minutes
7. General Correspondence
8. Certificate of Occupancy
9. Environmental Certificates
10. 2 original of Warranties (Letter of Guarantee and Warranty Info)
11. 2 O&M Manuals
12. 2 Hard Copy of As-Built Drawings
13. 2 sets of drawing discs. Updated CAD files
14. Occupancy Permits
15. Test & Balancing Reports
16. Field Reports/Inspection Reports
17. Pest Control Final Inspection Report & Warranty (Slabs over 400SF)
18. 2 original Substantial Completion Form
19. 2 sets of Record Shop Drawings and submittals
20. Affidavit of Discharge of State Tax Liability
21. Copy of completed final punch list signed off on by Owner’s Rep
22. Punch list Closeout Letter.
GENERAL CONDITIONS

TO THE

CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.
for the following PROJECT:
(Name and location or address)

Sample

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES
1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.
INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect’s Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect’s Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect’s Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect’s Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect’s Copyright
1.1.7, 1.5
Architect’s Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect’s Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect’s Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect’s Interpretations
4.2.11, 4.2.12
Architect’s Project Representative
4.2.10
Architect’s Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7.8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect’s Representations
9.4.2, 9.5.1, 9.10.1
Architect’s Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys’ Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:54:08 ET on 01/08/2019 under Order No.1716186716 which expires on 08/15/2019, and is not for resale.
User Notes:
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 9.5.2, 10.2.5, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.10, 3.12.6, 3.13, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.3.1, 7.3, 9.3.1.1
Construction Schedules, Contractor’s
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1.2, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
Contract, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7.7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor’s Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor’s Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor’s Liability Insurance
11.1
Contractor’s Relationship with Separate Contractors and Owner’s Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor’s Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor’s Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 9.3.3, 9.8.2
Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor’s Review of Contract Documents
3.2
Contractor’s Right to Stop the Work
2.2.2, 9.7
Contractor’s Right to Terminate the Contract
14.1
Contractor’s Submittals
Contractor’s Superintendent
3.9, 10.2.6
Contractor’s Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor’s
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

NOT FOR BIDDING

NOT FOR BIDDING

NOT FOR BIDDING

NOT FOR BIDDING

NOT FOR BIDDING
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner’s
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law
13.1

Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7.3.4, 9.3.1, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11.1.4, 11.2.3

Insurance, Contractor’s Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner’s Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.11, 4.2.12

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.4.2, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 10.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2.5, 2.3.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3.4, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5.1, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.3.1, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic’s Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor’s

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner’s Authority

1.5, 2.1.1, 2.3.3.2, 4.2, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner’s Insurance

11.2

Owner’s Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner’s Right to Carry Out the Work

2.5, 14.2.2

Owner’s Right to Clean Up

6.3

Owner’s Right to Perform Construction and to Award Separate Contracts

6.1

Owner’s Right to Stop the Work

2.4

Owner’s Right to Suspend the Work

14.3

Owner’s Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor’s Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2.6, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect’s
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

User Notes:
Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretaions

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

NOT FOR BIDDING
ARTICLE 1  GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

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

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

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

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

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

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

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

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

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

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

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

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

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

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

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

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

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

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document
ARTICLE 2   OWNER

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

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

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

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

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

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

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

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

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

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

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

ARTICLE 3 CONTRACTOR
§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor’s authorized representative.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and
delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.
ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.
§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.
ARTICLE 5 SUBCONTRACTORS

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

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

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

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

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

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

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

§ 5.4 Contingent Assignment of Subcontracts
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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

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

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

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

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

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

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers’ compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

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

ARTICLE 8   TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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

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

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

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

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

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

Init. / 

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:54:08 ET on 01/08/2019 under Order No.1716186716 which expires on 08/15/2019, and is not for resale.

User Notes: (1447379532)
§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

damage to the Owner or a Separate Contractor;

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall
defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and
litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any
tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If
approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against
which the lien or other claim for payment has been asserted.
§ 9.7 Failure of Payment
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10  PROTECTION OF PERSONS AND PROPERTY

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

§ 10.2 Safety of Persons and Property
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor’s notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will
promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor’s Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or
expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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

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

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

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.
§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused.

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

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

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

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

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

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

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.
§ 13.4 Tests and Inspections
§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts pursuant to Section 5.4; and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
1. that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
1. cease operations as directed by the Owner in the notice;
§ 14.4.3 In case of such termination for the Owner’s convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

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

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

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

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

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

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

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

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
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
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Section:

“1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.”

1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

“ and certify termination of the Agreement under Section14.2.2.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1.1 Insert “if possible” at the end of the second sentence.

Add the following Sections:

“1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.”

“1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.”

“1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.”

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Strike Section 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. 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. They are not to be used by the Contractor or any Subcontractor,
Sub-subcontractor or Material and 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 Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

“The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form.”

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Strike Section 2.3.6 in its entirety and replace with the following:

“2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.”

2.5 OWNER’S RIGHT TO CARRY OUT THE WORK

Add ", except as outlined in Section 3.15” after the reference to "Article 15" at the end of the last sentence of the Section.
ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add “and Owner” after “report to the Architect” in the second sentence.

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

“3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.”

“3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials.”

“3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.”

3.4 LABOR AND MATERIALS

Add the Following Sections:

“3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.”

“3.4.5 Under no circumstances shall the Contractor’s Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.”

3.5 WARRANTY

Add the following Sections:

“3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty.”
“3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed.”

“3.5.5 Upon notification by the Owner of a defect covered by the Contractor’s warranty, the Contractor shall respond within 4 hours of the notification.”

“3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.”

“3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.”

3.8 ALLOWANCES

Add the following Section:

“3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance.”

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.

3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

“3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.”

“3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.”

“3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”
3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike "If the Contract Documents require" from the beginning of the sentence.

3.12.10.2 Strike "to" between "professional" and certify" and replace with "shall".

3.17 Insert "indemnify and" between "shall" and "hold" in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

"The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents."

4.2.7 Strike the second sentence and replace with the following:

"The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review."

Add the following Section:

"4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project."

"4.2.13 Add "and in compliance with all local requirements." to the end of the sentence."

ARTICLE 5: SUBCONTRACTORS

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

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

"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, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4."

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

"The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner's General Requirements."
Add the following Section:

“5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.”

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 Strike “and waiver of subrogation” from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike “shall” and replace with “may” in the second sentence.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance,”

7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.

7.4 MINOR CHANGES IN WORK
Add “unless such changes are approved” at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

“8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”

8.2.2 After “by the Contractor” strike “and” and insert “to”.

8.2.4 Add the following Section:

“8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.”
8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike “binding dispute resolution” and insert “any and all remedies at law or in equity”.

Add the following Section:

“8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.”

Strike Section 8.3.3 in its entirety and replace with the following:

8.3.3 “Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Section 8.3.1 shall be the Contractor’s sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.”

Add the following Section:

“8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.”

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

“9.2.1 The Schedule of Values shall be submitted using AIA Document G703, Continuation Sheet to G702.”

“9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount.”

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

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

Add the following Sections:

“9.3.1.3 Application for Payment shall be submitted on AIA Document G702 “Application and Certificate for Payment”, supported by AIA Document G703 “Continuation Sheet”. Said Applications shall be fully executed and notarized.”
“9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.”

“9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.”

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

.8 failure to provide a current Progress Schedule;
.9 a lien or attachment is filed;
.10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

“9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner’s receipt of the Certificate for Payment.”

9.6.8 Strike “Provided the Owner has fulfilled its payment obligations under the Contract Documents,” in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

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

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 9.8.3, add the following sentence:

“If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect’s fees.”

9.8.5 Strike “shall” and insert “may” in the second sentence.

9.8.5 Insert “1/2 of the” after “make payment of” in the second sentence.
9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the first sentence and replace with the following (the remainder of the Section remains as written):
“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 authorized by public authorities having jurisdiction over the Project.”

9.10.2 Strike “to remain in force after final payment is currently in effect” after “required by the Contract Documents” and replace with “shall remain in force until final payment is completed” in the first sentence.

9.10.4.4 Strike “if permitted by the Contract Documents,”

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor’s Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert “hazardous” in the last sentence after “handling of such”.

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR’S INSURANCE AND BONDS
11.1.1 Strike “Owner” from the third sentence.

11.2 OWNER’S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety.

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.4 in its entirety.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

“12.2.2.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the non-conforming work and that required under contract including any damage to the structure.”

12.2.2.1 Strike all references to “one year” or “one-year” and replace with “two years”.

12.2.2.2 Strike “one-year” and replace with “two years”.

12.2.2.3 Strike “one-year” and replace with “two years”.

12.2.5 Strike “one-year” and replaced with “two years”.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

Strike the last sentence and replace with the following:

“The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.”

13.5 INTEREST

Strike “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” and replace with “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.”
Insert the following Section:

“13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.”

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 Insert “, upon the Contractors’ request,” after “furnish to the Contractor”.

14.1.3 Strike “and profit on Work not executed, and” after “as well as reasonable overhead” and replace with “, profit, and reasonable”

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike “Adjustment of the Contract Sum shall include profit”.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

“In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination along with reasonable overhead.”

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to “21” and replace with “45”.

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

“Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner.”

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.
15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and 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 subject to mediation and any or all remedies at law or in equity.”

15.2.6 Strike Section 15.2.6 and its subSections in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION
WAGE RATE DETERMINATION SCHEDULE

The Delaware Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rate for this project. The project approved prevailing wage rate determination schedule follows.
# Building Construction

### Prevailing Wages Effective March 13, 2020

<table>
<thead>
<tr>
<th>Classification</th>
<th>New Castle</th>
<th>Kent</th>
<th>Sussex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Workers</td>
<td>24.35</td>
<td>29.99</td>
<td>43.65</td>
</tr>
<tr>
<td>Boilermakers</td>
<td>72.91</td>
<td>36.99</td>
<td>54.38</td>
</tr>
<tr>
<td>Bricklayers</td>
<td>57.94</td>
<td>57.94</td>
<td>57.94</td>
</tr>
<tr>
<td>Carpenters</td>
<td>56.46</td>
<td>56.46</td>
<td>44.83</td>
</tr>
<tr>
<td>Cement Finishers</td>
<td>76.91</td>
<td>53.67</td>
<td>23.61</td>
</tr>
<tr>
<td>Electrical Line Workers</td>
<td>48.43</td>
<td>41.51</td>
<td>31.66</td>
</tr>
<tr>
<td>Electricians</td>
<td>72.49</td>
<td>72.49</td>
<td>72.49</td>
</tr>
<tr>
<td>Elevator Constructors</td>
<td>99.43</td>
<td>68.69</td>
<td>34.03</td>
</tr>
<tr>
<td>Glaziers</td>
<td>77.25</td>
<td>77.25</td>
<td>60.35</td>
</tr>
<tr>
<td>Insulators</td>
<td>59.68</td>
<td>59.68</td>
<td>59.68</td>
</tr>
<tr>
<td>Iron Workers</td>
<td>67.70</td>
<td>67.70</td>
<td>67.70</td>
</tr>
<tr>
<td>Laborers</td>
<td>49.20</td>
<td>49.20</td>
<td>49.20</td>
</tr>
<tr>
<td>Millwrights</td>
<td>76.83</td>
<td>76.83</td>
<td>61.93</td>
</tr>
<tr>
<td>Painters</td>
<td>53.71</td>
<td>53.71</td>
<td>53.71</td>
</tr>
<tr>
<td>Pile Drivers</td>
<td>79.62</td>
<td>41.92</td>
<td>33.90</td>
</tr>
<tr>
<td>Plasterers</td>
<td>31.79</td>
<td>31.79</td>
<td>23.56</td>
</tr>
<tr>
<td>Plumbers/Plumbers/Steamfitters</td>
<td>72.05</td>
<td>56.29</td>
<td>62.21</td>
</tr>
<tr>
<td>Power Equipment Operators</td>
<td>73.29</td>
<td>73.29</td>
<td>73.29</td>
</tr>
<tr>
<td>Roofers-Composition</td>
<td>25.58</td>
<td>25.24</td>
<td>23.05</td>
</tr>
<tr>
<td>Roofers-Shingle/Slate/Tile</td>
<td>19.59</td>
<td>23.29</td>
<td>18.32</td>
</tr>
<tr>
<td>Sheet Metal Workers</td>
<td>75.03</td>
<td>75.03</td>
<td>75.03</td>
</tr>
<tr>
<td>Soft Floor Layers</td>
<td>54.59</td>
<td>54.59</td>
<td>54.59</td>
</tr>
<tr>
<td>Sprinkler Fitters</td>
<td>61.83</td>
<td>61.83</td>
<td>61.83</td>
</tr>
<tr>
<td>Terrazzo/Marble/Tile Fmrs</td>
<td>66.75</td>
<td>66.75</td>
<td>66.75</td>
</tr>
<tr>
<td>Terrazzo/Marble/Tile Strs</td>
<td>74.02</td>
<td>74.02</td>
<td>74.02</td>
</tr>
<tr>
<td>Truck Drivers</td>
<td>32.77</td>
<td>31.42</td>
<td>22.73</td>
</tr>
</tbody>
</table>

**Certified:** 03/24/2020  
By: Administrator, Office of Labor Law Enforcement

**Note:** These rates are promulgated and enforced pursuant to the prevailing wage regulations adopted by the Department of Labor on April 3, 1992.

Classifications of workers are determined by the Department of Labor. For assistance in classifying workers, or for a copy of the regulations or classifications, phone (302) 451-1423.

Non-registered apprentices must be paid the mechanic's rate.

**Project:** MC10020000451 19058 Division of Communication Canopy Repair, Kent County

---

**NOT FOR BIDDING**

---

**NOT FOR BIDDING**

---

**NOT FOR BIDDING**

---

**NOT FOR BIDDING**
GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
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
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

1.1.1 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 to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor’s own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity 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 to be provided by the contracting agency setting forth this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

GENERAL REQUIREMENTS
00 81 13 - 2

StudioJAED Architects & Engineers
Project No. 19058
3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 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.

3.5 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.

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 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 all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large
Public Works Projects”. “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder’s guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY
4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

   A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;

   B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

   C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders,
and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor’s Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor’s Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed $10,000

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.
5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other 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 Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the ‘DPE’ wages required and the “invoice price” of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean “direct personnel expense”. Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is $50/hour, the DPE would be $67.50/hour (50 x 1.35).

7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor’s own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs.
stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8:  TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE
8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor’s failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor’s retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor’s failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor’s retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.
9.3.2 If, after the Work has been substantially completed, full completion thereof is materially
delayed through no fault of the Contractor, and without terminating the Contract, the Owner
may make payment of the balance due for the portion of the Work fully completed and
accepted. Such payment shall be made under the terms and conditions governing final
payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the
specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be
made within thirty (30) days after the Work is fully completed and the Contract fully
performed and provided that the Contractor has submitted the following closeout
documentation (in addition to any other documentation required elsewhere in the Contract
Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness
connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the
foregoing conditions have been complied with, defective work corrected and all
unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety
precautions and programs in connection with the performance of the Contract. The
Contractor shall take all reasonable precautions to prevent damage, injury or loss to:
workers, persons nearby who may be affected, the Work, materials and equipment to be
incorporated, and existing property at the site or adjacent thereto. The Contractor shall give
notices and comply with applicable laws ordinances, rules regulations, and lawful orders of
public authorities bearing on the safety of persons and property and their protection from
injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property
at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly
or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as
lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a
qualified specialist for the identification, testing, removal, handling and protection against
exposure or environmental pollution, to comply with applicable regulation laws and
ordinances. The Contractor and Architect will not be required to participate in or to perform
this operation. Upon completion of this work, the Owner will notify the Contractor and
Architect in writing the area has been cleared and approved by the authorities in order for
the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
11.7.1 **Contractor’s Contractual Liability Insurance**

Minimum coverage to be:

- **Bodily Injury**  
  $500,000 for each person  
  $1,000,000 for each occurrence  
  $1,000,000 aggregate

- **Property Damage**  
  $500,000 for each occurrence  
  $1,000,000 aggregate

11.7.2 **Contractor’s Protective Liability Insurance**

Minimum coverage to be:

- **Bodily Injury**  
  $500,000 for each person  
  $1,000,000 for each occurrence  
  $1,000,000 aggregate

- **Property Damage**  
  $500,000 for each occurrence  
  $500,000 aggregate

11.7.3 **Automobile Liability Insurance**

Minimum coverage to be:

- **Bodily Injury**  
  $1,000,000 for each person  
  $1,000,000 for each occurrence

- **Property Damage**  
  $500,000 per accident

11.7.4 Prime Contractor’s and Subcontractors’ policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 **Workmen’s Compensation (including Employer’s Liability):**

11.7.5.1 Minimum Limit on employer’s liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 **Social Security Liability**

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor’s business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and
ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer’s warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF SECTION
DRUG TESTING FORMS

The Office of Management and Budget (OMB) has developed the 4014 regulations as part of the Delaware Code that requires Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part without public funds pursuant to 29 Del.C. §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated for reference into the Contract awarded pursuant to 29 Del.C. §6962. Sample copies of Testing Report Forms maintained and/or submitted pursuant to the requirements of 4104 regulations for this Project are included herewith.
EMPLOYEE DRUG TESTING REPORT FORM
Period Ending: ____________________

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: ____________________________________________

Project Name: ____________________________________________

Contractor/Subcontractor Name: ______________________________

Contractor/Subcontractor Address: _____________________________
_________________________________________________________________________

Number of employees who worked on the jobsite during the report period: ______

Number of employees subject to random testing during the report period: ______

Number of Negative Results ___________ Number of Positive Results ___________

Action taken on employee(s) in response to a failed or positive random test:
________________________________________________________________________
________________________________________________________________________

Date: ________________

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor’s or Subcontractor’s offices (or by other means to make the data available for inspection by the Owner).
EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: 

Project Name: 

Contractor/Subcontractor Name: 

Contractor/Subcontractor Address: 

Name of employee with positive test result: 

Last 4 digits of employee SSN: 

Date test results received: 

Action taken on employee in response to a positive test result: 

Authorized Representative of Contractor/Subcontractor: (typed or printed) 

Authorized Representative of Contractor/Subcontractor: (signature) 

Date: _______________

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.
AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at https://det.delawareworks.com/apprenticeship/documents/Apprenticeship Occupation List for 29Del6962 Compliance.pdf

If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. The Craft Training Compliance Affidavit must be submitted prior to contract execution. In addition to this Affidavit, all information pertaining to craft training for subcontractors must also be submitted prior to contract execution.

Information to be provided is the craft, company name, registration number (indicate DE, US DOL or identify other state) or that craft training requirements do not apply and the reason.

In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
B. The contractor employs 10 or more total employees.
C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Craft(s) ____________________________________________________

Contractor Name: ____________________________________________

Contractor Address: __________________________________________

Contractor Program Registration Number(s) ____________________________________________________

On this line also indicate whether DE, Other State (identify) or US Registration Number

☐ Craft Training requirements are not applicable because: ____________________________________________________

Authorized Representative (typed or printed): ________________________________

Authorized Representative (signature): ______________________________________

Title: ____________________________________________________________

Sworn to and Subscribed before me this ______________ day of ______________ 20_.

My Commission expires ___________________.  NOTARY PUBLIC ____________________.

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.
SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 PROJECT
A. Project Name: Division of Communications Canopy Repair.
B. Architect's Name: StudioJAED Architects and Engineers.
C. The Project consists of the repair of the existing front entrance canopy.

1.02 CONTRACT DESCRIPTION
A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK
A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.
B. Demolish the following areas, complete finishes:
   1. Metal fascia, coping, roofing system and associated framing.
   2. Portion of existing sidewalk and asphalt paving.
C. Install / repair the following, as specified:
   1. Knee bracing.
   2. Repair concrete piers.
   4. EPDM roofing system, flashings, deck sheathing, vapor retarder.
   5. Metal fascia and copings
   6. Roof drain baskets and scuppers
   7. Install new exterior rated light fixtures and corresponding accessories.
D. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY
A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
C. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES
A. Construction Operations: Limited to areas noted on Drawings.
   1. Locate and conduct construction activities in ways that will limit disturbance to site.
B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Use of site and premises by the public.
C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
D. Existing building spaces may not be used for storage.
E. Utility Outages and Shutdown:

StudioJAED Architects & Engineers
Project No. 19058
1. Limit disruption of utility services to hours the building is unoccupied.
2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
3. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00
SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Procedures for preparation and submittal of applications for progress payments.
C. Change procedures.
D. Correlation of Contractor submittals based on changes.
E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS
A. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

1.03 SCHEDULE OF VALUES
A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
B. Forms filled out by hand will not be accepted.
C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS
A. Payment Period: Submit at intervals stipulated in the Agreement.
B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
D. Forms filled out by hand will not be accepted.
E. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   10. Retainage.
F. Execute certification by signature of authorized officer.
G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
I. Submit three copies of each Application for Payment.

J. Include the following with the application:
   1. Transmittal letter as specified for submittals in Section 01 30 00.
   2. Construction progress schedule, revised and current as specified in Section 01 30 00.
   3. Current construction photographs specified in Section 01 30 00.
   4. Partial release of liens from major subcontractors and vendors.
   5. Project record documents as specified in Section 01 78 00, for review by Owner which will be returned to the Contractor.
   6. Affidavits attesting to off-site stored products.

K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.

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

C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
   2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.

E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 60 00.

F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
   2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
   3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
   4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.

G. Substantiation of Costs: Provide full information required for evaluation.
   1. On request, provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
e. Credit for deletions from Contract, similarly documented.

2. Support each claim for additional costs with additional information:
   a. Origin and date of claim.
   b. Dates and times work was performed, and by whom.
   c. Time records and wage rates paid.
   d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 70 00.

1.07 INITIAL PROGRESS PAYMENT PROCEDURES

A. The following items must be complete and submitted to the owner prior to acceptance and/or payment of the initial application for payment:
   1. Approved Schedule of Values
   2. Complete listing of Subcontractors
   3. Contractors Safety Plan
   4. Emergency Action Plan and Emergency Contacts
   5. Contractors Certificate of Insurance
   6. Contractors Submittal Schedule
   7. Approved Contractor's Construction Schedule (Preliminary if not final)

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 20 00
SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Contingency allowance.

1.02 RELATED REQUIREMENTS
   A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE
   A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
   B. Funds will be drawn from the Contingency Allowance only by Change Order.
   C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE
   A. Contingency Allowance: Include the stipulated sum/price of $15,000 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION 01 21 00
SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. General administrative requirements.
   B. Electronic document submittal service.
   C. Preconstruction meeting.
   D. Site mobilization meeting.
   E. Progress meetings.
   F. Construction progress schedule.
   G. Progress photographs.
   H. Submittals for review, information, and project closeout.
   I. Number of copies of submittals.
   J. Requests for Interpretation (RFI) procedures.
   K. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS
   A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
   B. Make the following types of submittals to Architect:
      1. Requests for Interpretation (RFI).
      2. Requests for substitution.
      3. Shop drawings, product data, and samples.
      4. Test and inspection reports.
      5. Design data.
      6. Manufacturer's instructions and field reports.
      7. Applications for payment and change order requests.
      8. Progress schedules.
      9. Coordination drawings.
      10. Correction Punch List and Final Correction Punch List for Substantial Completion.
      11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE
   A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
      1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
      2. Contractor and Architect are required to use this service.
      3. It is Contractor's responsibility to submit documents in allowable format.
4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.

5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.

6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.

7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

B. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING

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

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

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
   5. Submission of initial Submittal schedule.
   7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   8. Scheduling.

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

3.03 SITE MOBILIZATION MEETING

A. Schedule meeting at the Project site prior to Contractor occupancy.

B. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's Superintendent.
   5. Contractor's Project Manager.

C. Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements and occupancy prior to completion.
   3. Construction facilities and controls provided by Contractor and Owner.
   5. Schedules.
   6. Application for payment procedures.
   7. Procedures for maintaining record documents.
8. Requirements for start-up of equipment.
9. Inspection and acceptance of equipment put into service during construction period.

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

3.04 PROGRESS MEETINGS

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

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

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

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

3.05 CONSTRUCTION PROGRESS SCHEDULE

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

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

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

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

E. Submit updated schedule with each Application for Payment.

3.06 PROGRESS PHOTOGRAPHS

A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.

B. Photography Type: Digital; electronic files.

C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.

D. In addition to periodic, recurring views, take photographs of each of the following events:

E. Views:
   1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
   2. Consult with Architect for instructions on views required.
   3. Provide factual presentation.
4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

F. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
   1. Delivery Medium: Via email.
   2. File Naming: Include project identification, date and time of view, and view identification.
   3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

3.07 REQUESTS FOR INTERPRETATION (RFI)

A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
      a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
      b. Do not forward requests which solely require internal coordination between subcontractors.
   2. Prepare using software provided by the Electronic Document Submittal Service.

B. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
   2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
      a. Approval of submittals (use procedures specified elsewhere in this section).
      b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
   3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
   4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
      a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.

C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.

D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

E. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
   1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

F. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
3.08 SUBMITTALS FOR REVIEW
A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.
B. Submit to Architect for review for the limited purpose of checking for conformance with
   information given and the design concept expressed in the contract documents.
C. Samples will be reviewed only for aesthetic, color, or finish selection.
D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES
   article below and for record documents purposes described in Section 01 78 00 - Closeout
   Submittals.

3.09 SUBMITTALS FOR INFORMATION
A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.
B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be
   taken.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT
A. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   5. Other types as indicated.

3.11 NUMBER OF COPIES OF SUBMITTALS
A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up
   file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
B. Samples: Submit the number specified in individual specification sections; one of which will be
   retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.12 SUBMITTAL PROCEDURES
A. General Requirements:
   1. Use a single transmittal for related items.
   2. Submit separate packages of submittals for review and submittals for information, when
      included in the same specification section.
   3. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct
      portion(s) of the work, and have received prior approval for their use.
B. Transmit each submittal with approved form.
C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

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

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

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

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

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

I. Provide space for Contractor and Architect review stamps.

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

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

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

3.13 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

D. Architect's and consultants' actions on items submitted for review:
   1. Authorizing purchasing, fabrication, delivery, and installation:
      a. "Approved", or language with same legal meaning.
      b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
         1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
      c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
   2. Not Authorizing fabrication, delivery, and installation:

E. Architect's and consultants' actions on items submitted for information:
   1. Items for which no action was taken:
      a. "Received" - to notify the Contractor that the submittal has been received for record only.
   2. Items for which action was taken:
      a. "Reviewed" - no further action is required from Contractor.

END OF SECTION 01 30 00
SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Control of installation.
   B. Tolerances.
   C. Testing and inspection services.
   D. Mock-ups.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION
   A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
   B. Comply with manufacturers' instructions, including each step in sequence.
   C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
   D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
   E. Have Work performed by persons qualified to produce required and specified quality.
   F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
   G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS
   A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
   B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
   C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
   D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
   E. Accepted mock-ups shall be a comparison standard for the remaining Work.
   F. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TOLERANCES
   A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
   B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

StudioJAED Architects & Engineers
Project No. 19058

QUALITY REQUIREMENTS
01 40 00 - 1
C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

A. See individual specification sections for testing required.
B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and operation as applicable, and to initiate instructions when necessary.
B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

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

END OF SECTION 01 40 00
SECTION 01 42 16
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY
A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS
A. Furnish: To supply, deliver, unload, and inspect for damage.
B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
E. Provide: To furnish and install.
F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION 01 42 16
SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.
B. Temporary sanitary facilities.
C. Temporary Controls: Barriers, enclosures, and fencing.
D. Security requirements.
E. Vehicular access and parking.
F. Waste removal facilities and services.
G. Project identification sign.

1.02 TEMPORARY UTILITIES

A. Owner will provide the following:
   1. Electrical power and metering, consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.
B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
   1. Contractor to provide Porta Potties
B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
D. Traffic Controls: Coordinate with the Owner and the City of Dover.

1.05 FENCING

A. Construction: Chain linked fencing backed with wind screens.
B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
C. Construction fencing will be supported by metal posts inserted into ground in accordance with OSHA standards. Where moveable fencing used, this will be secured by sandbagged stands. Sandbags will be maintained intact without tears or holes and positioned on the interior side of construction fence.
D. Where dumpsters are free standing and not within a construction site they will be surrounded by screened temporary construction fencing 72” high, meeting all of the requirements listed in this document.
E. Each side of fenced area to be signed “Authorized Personnel Only”. Signage to be in keeping with OSHA standards. For long runs of fencing, multiple signs may be installed at not less than 24’ on centers.
1.06 SECURITY
A. Provide security and facilities to protect Work, existing facilities, and Owner’s operations from unauthorized entry, vandalism, or theft.

1.07 VEHICULAR ACCESS AND PARKING
A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
B. Coordinate access and haul routes with governing authorities and Owner.
C. Provide and maintain access to fire hydrants, free of obstructions.
D. Designated existing on-site roads may be used for construction traffic.
E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 WASTE REMOVAL
A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
C. Provide containers with lids. Remove trash from site daily.
D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.09 PROJECT SIGNS - SEE SECTION 01 58 13

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS
A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
B. Clean and repair damage caused by installation or use of temporary work.
C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00
SECTION 01 58 13
TEMPORARY PROJECT SIGNAGE

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Project informational signs.

1.02 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

PART 2 PRODUCTS
2.01 PROJECT INFORMATIONAL SIGNS
   A. Provide at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.

2.02 SIGNS, SIGNALS, AND DEVICES
   A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:

PART 3 EXECUTION
3.01 INSTALLATION
   A. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   B. Install sign surface plumb and level, with butt joints. Anchor securely.

3.02 MAINTENANCE
   A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL
   A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION 01 58 13
SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Transportation, handling, storage and protection.
B. Product option requirements.
C. Substitution limitations.
D. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS
A. Section 01 40 00 - Quality Requirements: Product quality monitoring.
B. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS
A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS
A. Provide new products unless specifically required or permitted by the Contract Documents.
B. See Section 01 40 00 - Quality Requirements, for additional source quality control requirements.

2.02 PRODUCT OPTIONS
A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS
A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION GENERAL REQUIREMENTS
A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
2. Agrees to provide the same warranty for the substitution as for the specified product.
3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
5. Waives claims for additional costs or time extension that may subsequently become apparent.

B. A Substitution Request for specified installer constitutes a representation that the submitter:
   1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.

C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
   1. Note explicitly any non-compliant characteristics.

D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   1. No specific form is required. Contractor's Substitution Request documentation must include the following:
      a. Project Information:
      b. Substitution Request Information:
         1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
         2) Indication of whether the substitution is for cause or convenience.
         3) Issue date.
         4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
         5) Description of Substitution.
         6) Reason why the specified item cannot be provided.
         7) Differences between proposed substitution and specified item.
         8) Description of how proposed substitution affects other parts of work.
      c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
         1) Physical characteristics.
         2) In-service performance.
         3) Expected durability.
         4) Visual effect.
         5) Warranties.
         6) Other salient features and requirements.
         7) Include, as appropriate or requested, the following types of documentation:
            (a) Product Data:
            (b) Samples.
            (c) Certificates, test, reports or similar qualification data.
            (d) Drawings, when required to show impact on adjacent construction elements.
      d. Impact of Substitution:
         1) Savings to Owner for accepting substitution.
         2) Change to Contract Time due to accepting substitution.

E. Limit each request to a single proposed substitution item.
   1. Submit three hard-copies, bound and collated.
F. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

G. Architect will notify Contractor in writing of decision to accept or reject request.

H. Architect's decision following review of proposed substitution will be noted on the submitted form.

I. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Architect will consider requests for substitutions only within 15 days after date of Agreement.

B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.

2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.

3. Bear the costs engendered by proposed substitution of:
   a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.

D. Substitutions will not be considered under one or more of the following circumstances:

1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.

2. Without a separate written request.

3. When acceptance will require revisions to the Contract Documents.

3.03 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

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

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

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

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

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

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.
3.04 STORAGE AND PROTECTION
A. Provide protection of stored materials and products against theft, casualty, or deterioration.
B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
C. Store and protect products in accordance with manufacturers' instructions.
D. Store with seals and labels intact and legible.
E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
F. For exterior storage of fabricated products, place on sloped supports above ground.
G. Provide off-site storage and protection when site does not permit on-site storage or protection.
H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
I. Comply with manufacturer's warranty conditions, if any.
J. Do not store products directly on the ground.
K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
L. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
M. Prevent contact with material that may cause corrosion, discoloration, or staining.
N. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
O. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00
SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Examination, preparation, and general installation procedures.
B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
C. Pre-installation meetings.
D. Cutting and patching.
E. Cleaning and protection.
F. Starting of systems and equipment.
G. Closeout procedures, except payment procedures.
H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS
A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
D. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
E. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   5. Work of Owner or separate Contractor.

1.04 PROJECT CONDITIONS
A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
F. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
G. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.05 COORDINATION

A. See Section 01 10 00 - Summary, for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS
A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
B. Require attendance of parties directly affecting, or affected by, work of the specific section.
C. Notify Architect four days in advance of meeting date.
D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.
E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS
A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS
A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as shown.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.
B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00.
C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
   2. Remove items indicated on drawings.
   3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
D. Services (Including but not limited to Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
2. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

E. Protect existing work to remain. 
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

H. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-conforming work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING
A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK
A. Protect installed work from damage by construction operations.
B. Provide special protection where specified in individual specification sections.
C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
H. Prohibit traffic from landscaped areas.
I. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.09 SYSTEM STARTUP
A. Coordinate schedule for start-up of various equipment and systems.
B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
C. Verify that wiring and support components for equipment are complete and tested.

3.10 ADJUSTING
A. Adjust operating products and equipment to ensure smooth and unhindered operation.
3.11 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.
B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
E. Clean debris from roofs, gutters, downspouts, and drainage systems.
F. Clean site; sweep paved areas, rake clean landscaped surfaces.
G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.
B. Notify Architect when work is considered ready for Substantial Completion.
C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
D. Owner will occupy all of the building as specified in Section 01 10 00.
E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
F. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
G. Notify Architect when work is considered finally complete.
H. Complete items of work determined by Architect's final inspection.
I. Provided completed documentation as follows:
   1. Consent to Surety of Final Payment
   2. Certificate of Substantial Completion
   3. Contractor Satisfaction of Debt and Claims
   4. Release of Liens for the Contractor, his Subcontractors, and his Suppliers

3.13 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.
B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than two years from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 01 70 00
SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.
B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
D. This project is dependent on diversion of 75 percent, by weight, of potential landfill trash/waste by recycling and/or salvage.
E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
G. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.
H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
C. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
D. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
E. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Waste Management Plan: Include the following information:
   1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
   2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).

C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
   1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
   2. Submit Report on a form acceptable to Owner.
   3. Landfill Disposal: Include the following information:
      a. Identification of material.
      b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
      c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
      d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
   4. Incinerator Disposal: Include the following information:
      a. Identification of material.
      b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.

d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.

5. Recycled and Salvaged Materials: Include the following information for each:
   a. Identification of material, including those retrieved by installer for use on other projects.
   b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
   c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
   d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
   e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.

6. Material Reused on Project: Include the following information for each:
   a. Identification of material and how it was used in the project.
   b. Amount, in tons or cubic yards.
   c. Include weight tickets as evidence of quantity.

7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

A. See Section 01 60 00 - Product Requirements for substitution submission procedures.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

A. See Section 01 30 00 - Administrative Requirements for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 01 50 00 - Temporary Facilities and Controls for additional requirements related to trash/waste collection and removal facilities and services.

C. See Section 01 60 00 - Product Requirements for waste prevention requirements related to delivery, storage, and handling.

D. See Section 01 70 00 - Execution and Closeout Requirements for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.

B. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

C. Meetings: Discuss trash/waste management goals and issues at project meetings.
   1. Pre-construction meeting.
   2. Regular job-site meetings.

D. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

E. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

G. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.
# Waste Management Progress Report

<table>
<thead>
<tr>
<th>Material Category</th>
<th>Disposed in Municipal Solid Waste Landfill</th>
<th>Diverted from Landfill by Recycling, Salvage or Reuse</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Recycled</td>
<td>Salvaged</td>
</tr>
<tr>
<td>1. Acoustical Ceiling Tiles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Asphalt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Asphalt Shingles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Cardboard Packaging</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Carpet and Carpet Pad</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Drywall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Fluorescent Lights and Ballasts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Land Clearing Debris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Metals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Paint (through hazardous waste outlets)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Wood</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Plastic Film (sheeting, shrink wrap, packaging)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Window Glass</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Other (insert description)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Other (insert description)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total (In Weight)</th>
<th>(Total of all above values – in weight)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Percentage of Waste Diverted</th>
<th>(Total Waste Divided by Total Diverted)</th>
</tr>
</thead>
</table>
END OF SECTION 01 74 19
SECTION 01 76 10
TEMPORARY PROTECTIVE COVERINGS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Temporary protective coverings for installed floors, walls, and other surfaces.

1.02 RELATED REQUIREMENTS

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

PART 2 PRODUCTS

2.01 GENERAL
A. Provide materials that are easily removed without damage to the surfaces covered and with the following characteristics:
   1. Water resistant.
   2. Slip resistant.

2.02 MATERIALS
A. Rolled Materials:
   1. Recycled cellulose fiberboard paper.
   2. Laminated glass fiber reinforced kraft paper.
   3. Rosin coated paper.
B. Corner and Door Jamb Protection Materials:
   1. PVC plastic.
C. Tape: Type recommended by protective covering material manufacturer.

PART 3 EXECUTION

3.01 PREPARATION
A. Remove dirt and debris from surfaces to be protected.

3.02 INSTALLATION
A. Install in accordance with manufacturer's instructions.
B. Roll out and cut rolled materials to fit area to be covered.
C. Tape seams. Avoid taping directly to finished surfaces.
D. Install door jamb protection to full height of opening.

3.03 REMOVAL
A. Remove protective coverings prior to Date of Substantial Completion. Reuse or recycle materials if possible.

END OF SECTION 01 76 10
SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Project Record Documents.
   B. Operation and Maintenance Data.
   C. Warranties and bonds.

1.02 RELATED REQUIREMENTS
   A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
   B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
   C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
   D. Individual Product Sections: Specific requirements for operation and maintenance data.
   E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS
   A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
   B. Operation and Maintenance Data:
      1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
      2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
      3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
      4. Submit two sets of revised final documents in final form within 10 days after final inspection.
   C. Warranties and Bonds:
      1. For equipment or component parts of equipment put into service during construction with Owner’s permission, submit documents within 10 days after acceptance.
      2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
      3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS
   A. Maintain on site one set of the following record documents; record actual revisions to the Work:
      1. Drawings.
      2. Specifications.
      3. Addenda.
      4. Change Orders and other modifications to the Contract.
      5. Reviewed shop drawings, product data, and samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.
B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress.
E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Changes made by Addenda and modifications.
F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA
A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES
A. For Each Product, Applied Material, and Finish:
B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS
A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.
B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
D. Include manufacturer's printed operation and maintenance instructions.
E. Include sequence of operation by controls manufacturer.
F. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner’s personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer’s printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Operation and maintenance data.
      c. Field quality control data.
      d. Photocopies of warranties and bonds.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner’s permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01 78 00
SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
B. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
C. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.
D. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
E. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   5. Do not close or obstruct roadways or sidewalks without permit.
   6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
   7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
B. Do not begin removal until receipt of notification to proceed from Owner.
C. Protect existing structures and other elements that are not to be removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.
D. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.
3.02 EXISTING UTILITIES
   A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
   B. Protect existing utilities to remain from damage.
   C. Do not disrupt public utilities without permit from authority having jurisdiction.
   D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
   E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS
   A. Drawings showing existing construction are based on casual field observation and existing record documents only.
      1. Verify that construction is as shown.
      2. Report discrepancies to Architect before disturbing existing installation.
      3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
   B. Remove existing work as indicated and as required to accomplish new work.
      1. Remove items indicated on drawings.
   C. Protect existing work to remain.
      1. Prevent movement of structure; provide shoring and bracing if necessary.
      2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
      3. Repair adjacent construction and finishes damaged during removal work.
      4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL
   A. Remove debris, junk, and trash from site.
   B. Leave site in clean condition, ready for subsequent work.
   C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 41 00
SECTION 03 01 00
MAINTENANCE OF CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Repair of exposed structural, shrinkage, and settlement cracks.
B. Resurfacing of concrete surfaces having spalled areas and other damage.
C. Repair of deteriorated concrete.
D. Repair of internal concrete reinforcement.

1.02 RELATED REQUIREMENTS
A. Section 03 30 00 - Cast-in-Place Concrete: Finishing of concrete surface to tolerance; floating, troweling, and similar operations; curing.

1.03 REFERENCE STANDARDS
E. ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair.

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.
C. Project Record Documents: Accurately record actual locations of structural reinforcement repairs and type of repair.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

PART 2 PRODUCTS

2.01 CEMENTITIOUS PATCHING AND REPAIR MATERIALS
A. Bonding Slurry: Water-based latex admixture complying with ASTM C1059/C1059M, combined with Portland cement and sand in accordance with admixture manufacturer's instructions.
B. Cementitious Resurfacing Mortar: One- or two-component, factory-mixed, polymer-modified cementitious mortar designed for continuous thin-coat application.
   1. In-place material resistant to freeze/thaw conditions.
   2. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
C. Cementitious Repair Mortar, Trowel Grade: One- or two-component, factory-mixed, polymer-modified cementitious mortar.
1. In-place material resistant to freeze/thaw conditions.
2. Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
3. Dry Material: Complies with ASTM C928/C928M.
4. Integral corrosion inhibitor.

D. Pre-Blended Concrete Mix for Small Projects: Construction-grade Portland cement uniformly blended with aggregates and other approved concrete ingredients, requiring only the addition of water.
   1. Compressive Strength: 4000 pounds per square inch, minimum, at 28 days, when tested in accordance with ASTM C39/C39M.

2.02 EPOXY PATCHING AND REPAIR MATERIALS
A. Epoxy Repair Mortar: Epoxy resin mixed with aggregate and other materials in accordance with manufacturer's instructions for purpose intended; comply with pot life and workability limits.
B. Epoxy Injection Adhesive:
C. Epoxy Bonding Adhesive: Non-sag, two-part, 100 percent solids; recommended by manufacturer for purpose and conditions under which used.
   1. Non-Load-Bearing Applications: ASTM C881/C881M Type I, II, III, IV, or V, whichever is appropriate to application.
   2. Load-Bearing Applications: ASTM C881/C881M Type IV or V, whichever is appropriate to application.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that surfaces are ready to receive work.
B. Beginning of installation means acceptance of substrate.

3.02 PREPARATION
A. Prepare concrete surfaces to be repaired according to ICRI 310.2R.

3.03 CONCRETE STRUCTURAL MEMBER REPAIR
A. See drawings for specific areas to be repaired.
B. Remove broken and soft concrete at least 1/4 inch deep.
C. Mechanically cut away damaged portions of reinforcement.
D. Remove corrosion from steel and clean mechanically.
E. Blast clean remaining exposed reinforcement surfaces.
F. Repair by welding new bar reinforcement to existing reinforcement using sleeve splices.
G. Follow repair product manufacturer's written installation instructions.
H. Cover exposed steel reinforcement with epoxy mortar.
I. Work epoxy mortar into broken surface and build up patch to match original.
J. Feather edges of repairs flush to sound surface and trowel surface to match surrounding area.

3.04 CRACK REPAIR USING EPOXY ADHESIVE INJECTION
A. Repair exposed cracks.
B. Provide temporary entry ports spaced to accomplish movement of fluids between ports; no deeper than the depth of the crack to be filled or port size diameter no greater than the thickness of the crack. Provide temporary seal at concrete surface to prevent leakage of adhesive.
C. Inject adhesive into ports under pressure using equipment appropriate for particular application.
D. Begin injection at lower entry port and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.

E. Remove temporary seal and excess adhesive.

F. Clean surfaces adjacent to repair and blend finish.

3.05 CONCRETE SURFACE REPAIR USING CEMENTITIOUS MATERIALS

A. Clean concrete surfaces, cracks, and joints of dirt, laitance, corrosion, and other contamination using method(s) specified above and allow to dry.

B. Apply coating of bonding agent to entire concrete surface to be repaired.

C. Fill voids with cementitious mortar flush with surface.

D. Apply repair mortar by steel trowel to a minimum thickness of 1/4 inch over entire surface, terminating at a vertical change in plane on all sides.

E. Trowel finish to match adjacent concrete surfaces.

END OF SECTION 03 01 00
SECTION 04 01 00
MAINTENANCE OF MASONRY

PART 1 GENERAL

1.01 ADMINISTRATIVE REQUIREMENTS
   A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
      1. Require attendance of parties directly affecting work of this section.

1.02 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on cleaning compounds.

1.03 FIELD CONDITIONS
   A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.
   B. Do not blast clean or use process creating dust, dirt, when wind is over 10 mph.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. Restoration and Cleaning Chemicals:
      2. PROSOCO: www.prosoco.com/#sle.
      3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 CLEANING MATERIALS
   A. Cleaning Agent: Detergent type for cleaning masonry wall.
   B. Cleaning Agent: Solvent Cleaner to remove caulk from masonry wall.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that surfaces to be cleaned are ready for work of this section.

3.02 PREPARATION
   A. Protect surrounding elements from damage due to restoration procedures.
   B. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories; reinstall upon completion.
   C. Separate areas to be protected from restoration areas using means adequate to prevent damage.
   D. Cover existing landscaping with tarpaulins or similar covers.
   E. Mask immediately adjacent surfaces with material that will withstand cleaning and restoration procedures.
   F. When using cleaning methods that involve water or other liquids, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.
   G. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.03 CLEANING EXISTING MASONRY
   A. Cleaning Detergent: Brush clean masonry surfaces at demolished caulk locations with cleaning agent in accordance with the manufacturer's instructions. Saturate masonry with clean water and flush loose mortar and dirt.
3.04 RESTORATION CLEANING
   A. Clean surfaces and remove large particles with wood scrapers or non-ferrous wire brush.

3.05 CLEANING
   A. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.
   B. Clean surrounding surfaces.

END OF SECTION 04 01 00
SECTION 05 40 00
COLD-FORMED METAL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Formed steel stud exterior wall framing.
B. Exterior wall sheathing.

1.02 REFERENCE STANDARDS
B. ASTM C955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on standard framing members; describe materials and finish, product criteria, limitations.
C. Product Data: Provide manufacturer's data on factory-made framing connectors, showing compliance with requirements.
D. Manufacturer's Installation Instructions: Indicate special procedures, conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Metal Framing:
   1. CEMCO: www.cemcosteel.com/#sle.
   3. Substitutions: See Section 01 60 00 - Product Requirements.
B. Framing Connectors and Accessories:
   1. Same manufacturer as metal framing.
   2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 FRAMING SYSTEM
A. Provide primary and secondary framing members, bridging, bracing, plates, gussets, clips, fittings, reinforcement, and fastenings as required to provide a complete framing system.

2.03 FRAMING MATERIALS
A. Studs and Track: ASTM C955; studs formed to channel, "C", or "Sigma" shape with punched web; U-shaped track in matching nominal width and compatible height.
   2. Stud Depth: 3 5/8" inch.
2.04 FASTENERS
   A. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot dip galvanized per ASTM A153/A153M.
      1. Products:
         b. Substitutions: See Section 01 25 00 - Substitution Procedures
   B. Anchorage Devices: Powder actuated.

2.05 WALL SHEATHING
   A. Glass mat faced gypsum board; ASTM C1177/C1177M, square long edges, 5/8 inch thick, Type X - Fire Resistant.

2.06 ACCESSORIES
   A. Bracing, Furring, Bridging: Formed sheet steel, thickness determined for conditions encountered; finish to match framing components.
   B. Plates, Gussets, Clips: Formed Sheet Steel, thickness determined for conditions encountered; finish to match framing components.
   C. Water-Resistive Barrier: 60 minute water-resistive Kraft building paper.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that substrate surfaces are ready to receive work.
   B. Verify field measurements and adjust installation as required.

3.02 INSTALLATION OF STUDS
   A. Install components in accordance with manufacturers' instructions and ASTM C1007 requirements.
   B. Place studs at 16 inches on center, not more than 2 inches from abutting walls and at each side of openings. Connect studs to tracks using clip and tie method.
   C. Construct corners using minimum of three studs. Install double studs at wall openings, door and window jambs.
   D. Install intermediate studs above and below openings to align with wall stud spacing.
   E. Provide deflection allowance in stud track, directly below horizontal building framing at non-load bearing framing.
   F. Attach cross studs to studs for attachment of fixtures anchored to walls.
   G. Install framing between studs for attachment of mechanical and electrical items, and to prevent stud rotation.
   H. Touch-up field welds and damaged galvanized surfaces with primer.

3.03 INSTALLATION OF WALL SHEATHING
   A. Install wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using self-tapping screws.
      1. Provide steel diagonal bracing at corners with foam insulation or gypsum board wall sheathing.
      2. Place water-resistive barrier horizontally over wall sheathing, weather lapping edges and ends.

END OF SECTION 05 40 00
SECTION 06 10 00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Roofing nailers.
   B. Preservative treated wood materials.

1.02 REFERENCE STANDARDS
   A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel
      Hardware.

1.03 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide technical data on wood preservative materials.
   C. Warranty: Submit manufacturer warranty and ensure that forms have been completed in
      Owner's name and registered with manufacturer.

1.04 DELIVERY, STORAGE, AND HANDLING
   A. General: Cover wood products to protect against moisture. Support stacked products to prevent
      deformation and to allow air circulation.

1.05 WARRANTY
   A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
   B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS
   A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
      1. If no species is specified, provide any species graded by the agency specified; if no
         grading agency is specified, provide lumber graded by any grading agency meeting the
         specified requirements.
      2. Grading Agency: Any grading agency whose rules are approved by the Board of Review,
         American Lumber Standard Committee (www.alsc.org) and who provides grading service
         for the species and grade specified; provide lumber stamped with grade mark unless
         otherwise indicated.
   B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS
   A. Sizes: Nominal sizes as indicated on drawings, S4S.
   B. Moisture Content: S-dry or MC19.
   C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
      1. Lumber: S4S, No. 2 or Standard Grade.
      2. Boards: Standard or No. 3.

2.03 ACCESSORIES
   A. Fasteners and Anchors:

B. Construction Adhesives:
   1. Manufacturers:
      b. Substitutions: See Section 01 25 00 - Substitution Procedures

2.04 FACTORY WOOD TREATMENT
A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
   1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

B. Preservative Treatment:
      a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
      b. Treat lumber in contact with roofing, flashing, or waterproofing.

PART 3 EXECUTION
3.01 PREPARATION
A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL
A. Select material sizes to minimize waste.
B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS
A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.04 ROOF-RELATED CARPENTRY
A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.05 TOLERANCES
A. Framing Members: 1/4 inch from true position, maximum.
B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.06 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.

3.07 CLEANING
A. Waste Disposal: Comply with the requirements of Section 01 74 19 - Construction Waste Management and Disposal.
   1. Comply with applicable regulations.
   2. Do not burn scrap on project site.
3. Do not burn scraps that have been pressure treated.
4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or “waste-to-energy” facilities.

B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION 06 10 00
SECTION 07 01 50.19
PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Replacement of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings.
B. Removal of existing flashing and counterflashings.

1.02 RELATED REQUIREMENTS
A. Section 07 53 00 - Elastomeric Membrane Roofing.
B. Section 07 62 00 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 REFERENCE STANDARDS

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
B. Preinstallation Meeting: Convene one week before starting work of this section.
   1. Attendees:
      a. Architect.
      b. Contractor.
      c. Owner.
      d. Installer.
      e. Roofing system manufacturer's field representative.
   2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
      a. Removal and installation schedule.
      b. Necessary preparatory work.
      c. Protection before, during, and after roofing system installation.
      d. Removal of existing roofing system.
      e. Installation of new roofing system.
      f. Temporary roofing and daily terminations.
      g. Transitions and connection to and with other work.
      h. Inspections and testing of installed systems.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Submit for each type of material.

1.06 FIELD CONDITIONS
A. Existing Roofing System: Modified bituminous roofing.
B. Maintain continuous temporary protection prior to and during installation of new roofing system.
C. Provide notice at least three days before starting activities that will affect normal building operations.

1.07 WARRANTY
A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
PART 2 PRODUCTS

2.01 COMPONENTS

A. Refer to following sections for additional information on components relating to this work:
   1. Replacement and removal of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings, refer to Section 07 51 00.
   2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, refer to Section 07 62 00 for material requirements.

2.02 MATERIALS

A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

A. Sweep roof surface clean of loose matter.
   B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

A. Remove metal counter flashings.
   B. Remove damaged insulation and fasteners, cant strips, blocking.

3.04 INSTALLATION

A. Coordinate scope of this work with requirements for installation of new roofing system, refer to Section 07 51 00 for additional requirements.

3.05 PROTECTION

A. Provide protection of existing roofing system that is not having work performed on it.
   B. Provide temporary protective sheeting over uncovered deck surfaces.
   C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
   D. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION 07 01 50.19
SECTION 07 24 00
EXTERIOR INSULATION AND FINISH SYSTEMS

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Composite wall and soffit cladding of rigid insulation and reinforced finish coating ("Class PB").
B. Drainage and water-resistive barriers behind insulation board.

1.02 RELATED REQUIREMENTS
A. Section 05 40 00 - Cold-Formed Metal Framing: Sheathing on metal studs.
B. Section 07 92 00 - Joint Sealants: Sealing joints between EIFS and adjacent construction and penetrations through EIFS.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on system materials, product characteristics, performance criteria, and system limitations.
C. Shop Drawings: Indicate wall and soffit joint patterns, joint details, and molding profiles.
D. Selection Samples: Submit manufacturer's standard range of samples illustrating available coating colors and textures.
E. Verification Samples: Submit actual samples of selected coating on specified substrate, minimum 12 inches square, illustrating project colors and textures.
F. Manufacturer's Installation Instructions: Indicate preparation required, installation techniques, and jointing requirements.

1.04 QUALITY ASSURANCE
A. Maintain copy of specified installation standard and manufacturer's installation instructions at project site during installation.

1.05 MOCK-UP
A. Construct mock-up of typical EIFS application on specified substrate, size as indicated on drawings, and including flashings, joints, and edge conditions.
B. Locate mock-up at approved location convenient for comparison to finished work.

1.06 DELIVERY, STORAGE, AND HANDLING
A. Delivery: Deliver materials to project site in manufacturer's original, unopened containers with labels intact. Inspect materials and notify manufacturer of any discrepancies.
B. Storage: Store materials as directed by manufacturer's written instructions.
   1. Protect adhesives and finish materials from freezing, temperatures below 40 degrees F and temperatures in excess of 90 degrees F.
   2. Protect insulation materials from exposure to sunlight.

1.07 FIELD CONDITIONS
A. Do not prepare materials or apply EIFS under conditions other than those described in the manufacturer's written instructions.
B. Do not prepare materials or apply EIFS during inclement weather unless areas of installation are protected. Protect installed EIFS areas from inclement weather until dry.
C. Do not install coatings or sealants when ambient temperature is below 40 degrees F.
D. Do not leave installed insulation board exposed to sunlight for extended periods of time.
1.08 WARRANTY
   A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
   B. Provide manufacturer's standard material warranty, covering a period of not less than 5 years.
   C. Provide separate warranty from installer covering labor for repairs or replacement for a period of not less than 5 years.

PART 2 PRODUCTS
2.01 MANUFACTURERS
   A. Basis of Design:
      1. Dryvit Systems, Inc; Dryvit Outsulation X EIFS, Class PB with Moisture Drainage: www.dryvit.com/#sle or Approved Equal.

   B. Other Acceptable Exterior Insulation and Finish Systems Manufacturers:
      1. Parex USA, Inc; Standard WaterMaster EIFS with Moisture Drainage: www.parex.com/#sle.
      2. Sto Corp; StoTherm ci XPS: www.stocorp.com/#sle.
      3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 EXTERIOR INSULATION AND FINISH SYSTEM
   A. Exterior Insulation and Finish System: DRAINAGE type; reinforced finish coating on insulation board with drainage grooves adhesive-applied to water-resistive coating over substrate; provide a complete system that has been tested to show compliance with the following characteristics; include all components of specified system and substrate(s) in tested samples.

   B. Fire Characteristics:
      1. Flammability: Pass, when tested in accordance with NFPA 285.
      2. Ignitability: No sustained flaming when tested in accordance with NFPA 268.
      3. Potential Heat of Foam Plastic Insulation Tested Independently of Assembly: No portion of the assembly having potential heat that exceeds that of the insulation sample tested for flammability (above), when tested in accordance with NFPA 259 with results expressed in Btu per square foot.

   C. Adhesion of Water-Resistive Coating to Substrate: For each combination of coating and substrate, minimum flatwise tensile bond strength of 15 psi, when tested in accordance with ASTM C297/C297M.

   D. Adhesion to Water-Resistive Coating: For each combination of insulation board and substrate, when tested in accordance with ASTM C297/C297M, maximum adhesive failure of 25 percent unless flatwise tensile bond strength exceeds 15 psi in all samples.

   E. Water Penetration Resistance: No water penetration beyond the plane of the base coat/insulation board interface after 15 minutes, when tested in accordance with ASTM E331 at 6.24 psf differential pressure with tracer dye in the water spray; include in tested sample at least two vertical joints and one horizontal joint of same type to be used in construction; disassemble sample if necessary to determine extent of water penetration.

   F. Drainage Efficiency: Average minimum efficiency of 90 percent, when tested in accordance with ASTM E2273 for 75 minutes.

   G. Salt Spray Resistance: No cracking, checking, crazing, erosion, blistering, peeling, delamination, or corrosion of finish coating after 300 hours exposure in accordance with ASTM B117, using at least three samples matching intended assembly, at least 4 by 6 inches in size.

   H. Freeze-Thaw Resistance: No cracking, checking, crazing, erosion, blistering, peeling, delamination, or corrosion of finish coating when viewed under 5x magnification after 10 cycles, when tested in accordance with ICC-ES AC219 or ICC-ES AC235.
I. Weathering Resistance: No cracking, checking, crazing, erosion, blistering, peeling, delamination, or corrosion of finish coating when viewed under 5x magnification after 2000 hours of accelerated weathering conducted in accordance with ASTM G153 Cycle 1 or ASTM G155 Cycles 1, 5, or 9.

J. Water Degradation Resistance: No cracking, checking, crazing, erosion, blistering, peeling, delamination, or corrosion of finish coating after 14 days exposure, when tested in accordance with ASTM D2247.

K. Mildew Resistance: No growth supported on finish coating during 28 day exposure period, when tested in accordance with ASTM D3273.

L. Abrasion Resistance Of Finish: No cracking, checking or loss of film integrity when tested in accordance with ASTM D968 with 113.5 gallons of sand.

2.03 MATERIALS

A. Finish Coating Top Coat: Water-based, air curing, acrylic or polymer-based finish with integral color and texture.
   1. Texture: Dryvit Systems, Inc; Elastomeric, with Dirt Pickup Resistance; Weatherlastic Sandpebble Fine; www.dryvit.com/#sle.
   2. Color: As selected by Architect from manufacturer’s custom range.

B. Base Coat: Acrylic- or polymer-modified, fiber reinforced Portland cement coating.
   1. Portland Cement: ASTM C150/C150M, Type I or II.
   2. Base Coat Thickness: 1/4 inch, minimum.

C. Reinforcing Mesh: Balanced, open weave glass fiber fabric, treated for compatibility and improved bond with coating, weight, strength, and number of layers as required to meet required system impact rating.

D. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578, with natural skin surfaces.
   1. Board Size: 48 by 96 inch.
   2. Board Thickness: 2 inches.
   3. Board Thickness: As indicated on drawings.
   5. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/450, when tested in accordance with ASTM E84.

E. Water-Resistive Barrier Sheet: Constitutes an air retarder but which is vapor permeable; one of the following unless otherwise required by EIFS manufacturer or authorities having jurisdiction:
   1. Asphalt Felt: No.15, complying with ASTM D226/D226M Type I.
   2. Air Retarder: Air- and water-resistive sheet complying with ASTM E1677 Type I, with minimum vapor permeance of 20 perms; furnished or approved by EIFS manufacturer.

F. Flashing Tape: Self-adhering rubberized asphalt tape with polyethylene backing or other material and surface conditioner furnished or approved by EIFS manufacturer.

2.04 ACCESSORY MATERIALS

A. Insulation Adhesive: Type required by EIFS manufacturer for project substrate.

B. Insulation Fasteners: Fastener and plate system appropriate for substrate and as recommended by EIFS manufacturer.

C. Trim: EIFS manufacturer’s standard PVC or galvanized steel trim accessories, as required for a complete project and including starter track and drainage accessories.

D. Sealant Materials: Compatible with EIFS materials and as recommended by EIFS manufacturer.
E. Exterior Soffit Vents: One piece, perforated, ASTM A653/A653M galvanized steel with G90 coating, with edge suitable for direct application to gypsum board and manufactured especially for soffit application. Provide continuous vent.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that substrate is sound and free of oil, dirt, other surface contaminants, efflorescence, loose materials, or protrusions that could interfere with EIFS installation and is of a type and construction that is acceptable to EIFS manufacturer. Do not begin work until substrate and adjacent materials are complete and thoroughly dry.

B. If paper-faced gypsum sheathing has been exposed to weather for more than 30 days, check for integrity of surface using method specified in ASTM C1397 Annex A2, at minimum of two locations or once every 5000 sq ft, whichever is greater; if any test fails, notify Architect and do not begin installation.

C. Verify that substrate surface is flat, with no deviation greater than 1/4 in when tested with a 10 ft straightedge.

3.02 INSTALLATION - GENERAL
A. Install in accordance with EIFS manufacturer’s instructions and ASTM C1397.
   1. Where different requirements appear in either document, comply with the most stringent.
   2. Neither of these documents supercedes provisions of Contract Documents that defines contractual relationships between parties or scope of this work.

3.03 INSTALLATION - WATER-RESISTIVE BARRIER
A. Mechanically attach sheet materials to substrate using fasteners and fastener spacing recommended by EIFS manufacturer.

B. Seal substrate transitions and intersections with other materials to form continuous water-resistive barrier on exterior of sheathing, using method recommended by manufacturer.

C. At door and window rough openings and other wall penetrations, seal water-resistive barrier and flexible flashings to rough opening before installation of metal flashings, sills, or frames, using method recommended by manufacturer.

D. Lap flexible flashing or flashing tape at least 2 inches on each side of joint or transition.

E. Exterior Soffit Vents: Install according to manufacturer’s written instructions and in locations indicated on drawings. Provide vent area specified.

3.04 INSTALLATION - INSULATION
A. Install in accordance with manufacturer’s instructions.

B. Install back wrap reinforcing mesh at all openings and terminations that are not to be protected with trim.

C. On wall surfaces, install boards horizontally.

D. Place boards in a method to maximize tight joints. Stagger vertical joints and interlock at corners. Butt edges and ends tight to adjacent board and to protrusions. Achieve a continuous flush insulation surface, with no gaps in excess of 1/16 inch.

E. Fill gaps greater than 1/16 inch with strips or shims cut from the same insulation material.

F. Rasp irregularities off surface of installed insulation board.

3.05 CLEANING
A. Clean EIFS surfaces and work areas of foreign materials resulting from EIFS operations.
3.06 PROTECTION
   A. Protect completed work from damage and soiling by subsequent work.

END OF SECTION 07 24 00
SECTION 07 53 00
ELASTOMERIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Elastomeric roofing membrane, mechanically fastened conventional and adhered conventional application.
B. Insulation, flat and tapered.
C. Vapor retarder.
D. Deck sheathing.
E. Cover boards.
F. Flashings.
G. Roofing cant strips.

1.02 RELATED REQUIREMENTS
A. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings, reglets.

1.03 REFERENCE STANDARDS
F. FM (AG) - FM Approval Guide.
G. FM DS 1-28 - Wind Design.
H. UL (DIR) - Online Certifications Directory.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing, and fasteners.
C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
D. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.
1.06 DELIVERY, STORAGE, AND HANDLING
   A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
   B. Store materials in weather protected environment, clear of ground and moisture.
   C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
   D. Protect foam insulation from direct exposure to sunlight.

1.07 FIELD CONDITIONS
   A. Do not apply roofing membrane during unsuitable weather.
   B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 90 degrees F.
   C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
   D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
   E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY
   A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
   B. Correct defective Work within a two year period after Date of Substantial Completion.
   C. Provide five year manufacturer's material and labor warranty to cover failure to prevent penetration of water.

PART 2 PRODUCTS
2.01 MANUFACTURERS
   A. EPDM Membrane Materials:
      4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ROOFING - UNBALLASTED APPLICATIONS
   A. Elastomeric Membrane Roofing: One ply membrane, fully adhered, over vapor retarder and insulation.
   B. Roofing Assembly Requirements:
      1. Solar Reflectance Index (SRI): Minimum of 64 based on three-year aged value; if three-year aged data is not available, minimum of 82 initial value.
         b. Field applied coating may not be used to achieve specified SRI.
      2. Roof Covering External Fire Resistance Classification: UL (DIR) certified Class A.
   C. Acceptable Insulation Types - Tapered Application: Any of the types specified.
      1. Tapered polyisocyanurate, perlite, or extruded polystyrene board.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS
   A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); externally reinforced with fabric; complying with minimum properties of ASTM D4637/D4637M.
      1. Thickness: 0.045 inch (45 mil).
2. Color: Black.

B. Seaming Materials: As recommended by membrane manufacturer.

C. Vapor Retarder: Reinforced Kraft paper laminate, complying with requirements of fire rating classification; compatible with roofing and insulation materials.
   1. Fire-retardant adhesive.

D. Flexible Flashing Material: Same material as membrane; complying with the following:

2.04 DECK SHEATHING AND COVER BOARDS

A. Deck Sheathing: Glass mat faced gypsum panels, ASTM C1177/C1177M, fire resistant type, 1/2 inch thick.
   1. Manufacturers:
      a. USG Corporation; Securock Ultralight Glass-Mat Roof Board: www.usg.com/#sle.
      b. Substitutions: See Section 01 25 00 - Substitution Procedures

B. Faced Polyisocyanurate Cover Board: High compressive strength board, complying with ASTM C1289, Type II, Class 4 - Faced with coated or uncoated polymer-bonded glass fiber mat facers on both major surfaces of the core foam. This product is used at a maximum thickness of 1/2 inch (12.7 mm).

2.05 INSULATION

A. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578, with natural skin surfaces and drainage channels on one face.
   1. Board Size: 48 by 96 inch.
   2. Board Thickness: 1-1/2 inches.
   3. Tapered Board: Slope as indicated; minimum thickness 1/2 in; fabricate of fewest layers possible.

2.06 ACCESSORIES

A. Cant and Edge Strips: Wood fiberboard, compatible with roofing materials; cants formed to 45 degree angle.

B. Sheathing Adhesive: Non-combustible type, for adhering gypsum sheathing to metal deck.

C. Sheathing Joint Tape: Paper type, 6 inch wide, self adhering.

D. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.

E. Insulation Fasteners: Appropriate for purpose intended.

F. Membrane Adhesive: As recommended by membrane manufacturer.

G. Surface Primer Over Roof Substrate for Adhesion of Membrane: Low VOC acrylic primer for application over roofing substrates.
   2. Roof Membrane Substrate: Includes plywood as indicated on drawings.

H. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.

I. Insulation Adhesive: As recommended by insulation manufacturer.

J. Roofing Nails: Galvanized, hot dipped type, size and configuration as required to suit application.

K. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.

L. Sealants: As recommended by membrane manufacturer.
PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that surfaces and site conditions are ready to receive work.
B. Verify deck is supported and secure.
C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
D. Verify deck surfaces are dry and free of snow or ice.
E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 METAL DECK PREPARATION
A. Install deck sheathing on metal deck.
   1. Lay with long side at right angle to flutes; stagger end joints; provide support at ends.
   2. Cut sheathing cleanly and accurately at roof breaks and protrusions to provide smooth surface.
   3. Tape joints.
B. Fasten sheathing to roof deck with continuous mopping of adhesive on each flute.

3.03 VAPOR RETARDER AND INSULATION - UNDER MEMBRANE
A. Apply vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
   1. Extend vapor retarder under cant strips and blocking to deck edge.
   2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
C. Attachment of Insulation:
   1. Mechanically fasten first layer of insulation to deck in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
D. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.
E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
F. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.
G. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
H. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
I. Do not apply more insulation than can be covered with membrane in same day.

3.04 MEMBRANE APPLICATION
A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
B. Shingle joints on sloped substrate in direction of drainage.
C. Fully Adhered Application: Apply adhesive to substrate at rate of ____ gal/square. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
E. At intersections with vertical surfaces:
   1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
   2. Fully adhere flexible flashing over membrane and up to nailing strips.
F. Around roof penetrations, seal flanges and flashings with flexible flashing.
G. Coordinate installation of roof drains and sumps and related flashings.

3.05 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for general requirements for field quality control
   and inspection.
B. Require site attendance of roofing and insulation material manufacturers daily during installation
   of the Work.

3.06 CLEANING
A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional
   requirements.
B. Remove bituminous markings from finished surfaces.
C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of
   surfaces for cleaning advice and comply with their documented instructions.
D. Repair or replace defaced or damaged finishes caused by work of this section.

3.07 PROTECTION
A. Protect installed roofing and flashings from construction operations.
B. Where traffic must continue over finished roof membrane, protect surfaces using durable
   materials.

END OF SECTION 07 53 00
SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1  GENERAL

1.01  SECTION INCLUDES
   A.  Fabricated sheet metal items, including flashings, counterflashings, gutters, and downspouts.
   B.  Reglets and accessories.

1.02  RELATED REQUIREMENTS
   A.  Section 06 10 00 - Rough Carpentry: Wood nailers.
   B.  Section 07 92 00 - Joint Sealants: Sealing non-lap joints between sheet metal fabrications and adjacent construction.

1.03  REFERENCE STANDARDS

1.04  SUBMITTALS
   A.  See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B.  Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.05  QUALITY ASSURANCE
   A.  Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.

1.06  DELIVERY, STORAGE, AND HANDLING
   A.  Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
   B.  Prevent contact with materials that could cause discoloration or staining.

PART 2  PRODUCTS

2.01  SHEET MATERIALS
   A.  Pre-Finished Aluminum: ASTM B209 (ASTM B209M);.050 inch thick; plain finish shop pre-coated with modified silicone coating.
      2.  Color: As selected by Architect from manufacturer's standard colors.
2.02 ACCESSORIES
   A. Fasteners: Galvanized steel, with soft neoprene washers.
   B. Primer: Zinc chromate type.
   C. Protective Backing Paint: Zinc molybdate alkyd.
   D. Plastic Cement: ASTM D4586, Type I.

2.03 FABRICATION
   A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
   B. Form pieces in longest possible lengths.
   C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
   D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
   E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
   F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
   B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION
   A. Install starter and edge strips, and cleats before starting installation.
   B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION
   A. Conform to drawing details.
   B. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.
   C. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
   D. Apply plastic cement compound between metal flashings and felt flashings.
   E. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
   F. Seal metal joints watertight.

END OF SECTION 07 62 00
SECTION 07 71 00  
ROOF SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Manufactured roof specialties, including copings.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Roof Edge Flashings and Copings:
   1. ATAS International, Inc; Continuous Cleat Coping: www.atas.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.
B. Counterflashings:
   3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 COMPONENTS
A. Copings: Factory fabricated to sizes required; mitered, welded corners; concealed fasteners.
   1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness and finish as cap; concealed stainless steel fasteners.
   2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
   3. Material: Formed aluminum sheet, 0.050 inch thick, minimum.
   4. Finish: 70 percent polyvinylidene fluoride.
   5. Color: Bronze.
B. Counterflashings: Factory fabricated and finished sheet metal that overlaps top edges of base flashing by at least 4 inches, and designed to snap into reglets with lapped joints.
   1. Material: Formed aluminum sheet, 0.025 inch thick, minimum.
   2. Color: Bronze.

END OF SECTION 07 71 00
SECTION 07 71 23
MANUFACTURED SCUPPERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Pre-finished galvanized steel downspouts.
   B. Scuppers

1.02 REFERENCE STANDARDS
   A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

1.03 ADMINISTRATIVE REQUIREMENTS
   A. Comply with SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.
   B. Comply with applicable code for size and method of rain water discharge.
   C. Maintain one copy of each document on site.

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on prefabricated components.
   C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

1.05 DELIVERY, STORAGE, AND HANDLING
   A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope to drain.
   B. Prevent contact with materials that could cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. Roof Edge:
      1. ATAS International, Inc; www.atas.com/#sle
      2. Drexel Metals Inc; www.drexmet.com/#sle
      3. Metal-Era, Inc; Seal-Tite LT: www.metalera.com
      4. Substitutions: See Section 01 60 00 - Product Requirements
   
   B. Scupper:
      1. ATAS International, Inc; Scuppers and Collector Boxes: www.atas.com/#sle
      2. Metal-Era, Inc; Seal-Tite, no collector box: www.metalera.com
      3. Substitutions: See Section 01 60 00 - Product Requirements

2.02 MATERIALS
   A. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal.
      1. Finish: Shop pre-coated with PVDF (polyvinylidene fluoride) coating.
      2. Color: As selected from manufacturer's standard colors.
B. Pre-Finished Aluminum Sheet: ASTM B209 (ASTM B209M); 0.040 inch thick.
   1. Finish: Plain, shop pre-coated with PVDF (polyvinylidene fluoride) coating.
   2. Color: As selected from manufacturer's standard colors.

2.03 COMPONENTS
A. Connectors: Furnish required connector pieces to PVC (polyvinyl chloride) components.
B. Anchors and Supports: Profiled to suit gutters and downspouts.
   1. Anchoring Devices: Type recommended by fabricator.
   2. Downspout Supports: Straps.
C. Fasteners: Galvanized steel, with soft neoprene washers.
D. Scuppers: Pre-finished Aluminum Sheet
   1. Picture Frames: Front and back, 3 inches (76 mm) wide.

2.04 FABRICATION
A. Form scuppers and downspouts of profiles and size indicated.
B. Fabricate with required connection pieces.
C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
D. Hem exposed edges of metal.
E. Fabricate scupper and downspout accessories; seal watertight.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify existing conditions before starting work.
B. Verify that surfaces are ready to receive work.

3.02 PREPARATION
A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION
A. Install scuppers, downspouts and accessories in accordance with manufacturer's instructions.
B. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
C. Connect downspouts to storm sewer system. Grout connection watertight.

END OF SECTION 07 71 23
SECTION 07 92 00
JOINT SEALANTS

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Nonsag gunnable joint sealants.
   B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS
   A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.

1.03 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
      1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
      2. List of backing materials approved for use with the specific product.
      3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
      4. Substrates the product should not be used on.
   C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
   D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.04 WARRANTY
   A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
   B. Correct defective work within a five year period after Date of Substantial Completion.
   C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS
2.01 MANUFACTURERS
   A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
      5. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS
   A. Scope:
      1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
         a. Wall expansion and control joints.
         b. Joints between door, window, and other frames and adjacent construction.
c. Joints between different exposed materials.
d. Openings below ledge angles in masonry.
e. Other joints indicated below.

2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
a. Joints between door, window, and other frames and adjacent construction.
b. Other joints indicated below.

3. Do not seal the following types of joints.
a. Intentional weepholes in masonry.
b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
d. Joints where installation of sealant is specified in another section.
e. Joints between suspended panel ceilings/grid and walls.

B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.

2.03 JOINT SEALANTS - GENERAL
A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 61 16.

2.04 NONSAG JOINT SEALANTS
A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
   1. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
   2. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
   3. Color: To be selected by Architect from manufacturer's full range.
   5. Service Temperature Range: Minus 65 to 180 degrees F.

2.05 ACCESSORIES
A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that joints are ready to receive work.
B. Verify that backing materials are compatible with sealants.
C. Verify that backer rods are of the correct size.

3.02 PREPARATION
A. Remove loose materials and foreign matter that could impair adhesion of sealant.
B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION
A. Perform work in accordance with sealant manufacturer’s requirements for preparation of surfaces and material installation instructions.
B. Perform installation in accordance with ASTM C1193.
C. Install bond breaker backing tape where backer rod cannot be used.
D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
E. Do not install sealant when ambient temperature is outside manufacturer’s recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer’s approval is obtained and instructions are followed.
F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION 07 92 00
SECTION 09 51 00
ACOUSTICAL CEILINGS

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Acoustical units.

1.02  SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Shop Drawings: Indicate grid layout and related dimensioning.
C. Product Data: Provide data on suspension system components.

PART 2  PRODUCTS

2.01  ACOUSTICAL UNITS
A. Metal-Faced Acoustical Panels: Galvanized steel flat formed sheet, with glass fiber acoustical media backing; with the following characteristics:
   1. Size: 24 by 24 inches.
   2. Panel Edge: Square.
   3. Surface Color: To be selected by Architect from manufacturer's full line.
   4. Products:
      b. USG Corporation; Panz Metal Panels: www.usg.com/ceilings/#sle.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

2.02  SUSPENSION SYSTEM(S)
A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
B. Exposed Steel Suspension System: Formed galvanized steel, commercial quality cold rolled; heavy-duty.
   1. Profile: Tee; 15/16 inch wide face.
   3. Products:
      b. USG Corporation; Donn Brand ZXLA 15/16 inch Acoustical Suspension System: www.usg.com/ceilings/#sle.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

2.03  ACCESSORIES
A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
B. Perimeter Moldings: Same material and finish as grid.
   1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
C. Acoustical Sealant For Perimeter Moldings: Non-hardening, non-skinning, for use in conjunction with suspended ceiling system.
D. Gasket For Perimeter Moldings: Closed cell rubber sponge tape.
E. Touch-up Paint: Type and color to match acoustical and grid units.
PART 3 EXECUTION

3.01 INSTALLATION - SUSPENSION SYSTEM
A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
B. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
C. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
E. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
F. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
G. Do not eccentrically load system or induce rotation of runners.
H. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
   1. Use longest practical lengths.
   2. Overlap and rivet corners.
I. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

3.02 INSTALLATION - ACOUSTICAL UNITS
A. Install acoustical units in accordance with manufacturer's instructions.
B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
C. Fit border trim neatly against abutting surfaces.
D. Install units after above-ceiling work is complete.
E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
F. Cutting Acoustical Units:
   1. Cut to fit irregular grid and perimeter edge trim.
   2. Make field cut edges of same profile as factory edges.
   3. Double cut and field paint exposed reveal edges.
G. Where round obstructions occur, provide preformed closures to match perimeter molding.
H. Install hold-down clips on panels within 20 ft of an exterior door.

3.03 TOLERANCES
A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION 09 51 00
SECTION 09 91 13
EXTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Surface preparation.
B. Field application of paints.
C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
D. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
   5. Glass.
   6. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS
A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

1.03 REFERENCE STANDARDS
C. SSPC-SP 1 - Solvent Cleaning.
D. SSPC-SP 6 - Commercial Blast Cleaning.

1.04 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
   1. Where sheen is specified, submit samples in only that sheen.
D. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
B. Container Label: Include manufacturer’s name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer’s instructions.

1.06 FIELD CONDITIONS
A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
B. Follow manufacturer’s recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS
2.01 MANUFACTURERS
A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
B. Paints:
   1. PPG Paints: www.ppgpaints.com/#sle.
C. Primer Sealers: Same manufacturer as top coats.
D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL
A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Supply each paint material in quantity required to complete entire project’s work from a single production run.
   3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer’s product instructions.
B. Volatile Organic Compound (VOC) Content:
   1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
   2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
C. Flammability: Comply with applicable code for surface burning characteristics.
D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer’s full line.
E. Colors: To be selected from manufacturer's full range of available colors.
   1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR
   1. Two top coats and one coat primer.
2. Top Coat(s): Exterior Alkyd Enamel; MPI #94 or 96.
   a. Products:
      1) PPG Paints Interior/Exterior Industrial Enamel, Gloss, 7-282. (MPI #96)
      2) Substitutions: Section 01 60 00 - Product Requirements.

2.04 PRIMERS
   A. Primers: Provide the following unless other primer is required or recommended by
      manufacturer of top coats.

2.05 ACCESSORY MATERIALS
   A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding
      materials, and clean-up materials as required for final completion of painted surfaces.
   B. Patching Material: Latex filler.
   C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
   B. Examine surfaces scheduled to be finished prior to commencement of work. Report any
      condition that may potentially effect proper application.
   C. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION
   A. Clean surfaces thoroughly and correct defects prior to application.
   B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best
      result for the substrate under the project conditions.
   C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim,
      escutcheons, and fittings, prior to preparing surfaces for finishing.
   D. Seal surfaces that might cause bleed through or staining of topcoat.
   E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate
      and bleach. Rinse with clean water and allow surface to dry.
   F. Ferrous Metal:
      1. Solvent clean according to SSPC-SP 1.
      2. Remove rust, loose mill scale, and other foreign substances using using methods
         recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6
         "Commercial Blast Cleaning". Protect from corrosion until coated.

3.03 APPLICATION
   A. Apply products in accordance with manufacturer's written instructions and recommendations in
      "MPI Architectural Painting Specification Manual".
   B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is
      applied.
   C. Apply each coat to uniform appearance.
   D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior
      to applying next coat.
   E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed
      prior to finishing.
3.04 CLEANING
   A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and
      remove daily from site.

3.05 PROTECTION
   A. Protect finishes until completion of project.
   B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 09 91 13
SECTION 22 10 05
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 REFERENCE STANDARDS
E. AWWA C606 - Grooved and Shouldered Joints.

1.03 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

1.04 QUALITY ASSURANCE
A. Perform work in accordance with applicable codes.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 PRODUCTS

2.01 STORM WATER PIPING, ABOVE GRADE
A. PVC Pipe: ASTM D2665 or ASTM D3034.
   1. Fittings: PVC.

2.02 FLANGES, UNIONS, AND COUPLINGS
A. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
   1. Dimensions and Testing: In accordance with AWWA C606.
   3. Gasket Material: EPDM suitable for operating temperature range from minus 30 degrees F to 230 degrees F.
   5. When pipe is field grooved, provide coupling manufacturer's grooving tools.

2.03 PIPE HANGERS AND SUPPORTS
A. Provide hangers and supports that comply with MSS SP-58.
   1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Vertical Pipe Support: Steel riser clamp.
PART 3 EXECUTION

3.01 PREPARATION
A. Remove scale and dirt, on inside and outside, before assembly.
B. Prepare piping connections to equipment with flanges or unions.

3.02 INSTALLATION
A. Install in accordance with manufacturer’s instructions.
B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
C. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.9.
   2. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   3. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.

3.03 APPLICATION
A. Use grooved mechanical couplings and fasteners only in accessible locations.

END OF SECTION 22 10 05
SECTION 22 10 06
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Drains.

1.02 REFERENCE STANDARDS
   A. ASME A112.6.4 - Roof, Deck, and Balcony Drains.
   B. NSF 61 - Drinking Water System Components - Health Effects.
   C. NSF 372 - Drinking Water System Components - Lead Content.

1.03 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
   C. Manufacturer's Instructions: Indicate Manufacturer's Installation Instructions: Indicate assembly and support requirements.
   D. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.
   E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
      1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.04 DELIVERY, STORAGE, AND HANDLING
   A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS
   A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

2.02 DRAINS
   A. Roof Drains:
      1. Assembly: ASME A112.6.4.
      2. Body: Lacquered cast iron with sump.
      4. Accessories: Coordinate with roofing type, refer to Section 07 53 00:
         a. Adjustable under deck clamp.
         b. Adjustable extension sleeve for roof insulation.
   5. Manufacturers:
      c. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 INSTALLATION
   A. Install in accordance with manufacturer's instructions.

END OF SECTION 22 10 06
SECTION 26 05 19
LOW VOLTAGE ELEC. POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Single conductor building wire.
B. Metal-clad cable.
C. Wire and cable for 600 volts and less.
D. Wiring connectors.
E. Electrical tape.
F. Wire pulling lubricant.
G. Cable ties.

1.02 RELATED REQUIREMENTS
A. Section 07 84 00 - Firestopping.
B. Section 26 05 05 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.
C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS
A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.
E. NECA 1 - Standard for Good Workmanship in Electrical Construction.
F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC).
I. NFPA 70 - National Electrical Code.
J. UL 44 - Thermoset-Insulated Wires and Cables.
K. UL 83 - Thermoplastic-Insulated Wires and Cables.
L. UL 486A-486B - Wire Connectors.
M. UL 486C - Splicing Wire Connectors.
N. UL 486D - Sealed Wire Connector Systems.
O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.
P. UL 1569 - Metal-Clad Cables.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:

StudioJAED Architects & Engineers
Project No. 19058
1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS
A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
C. Product Data: Provide for each cable assembly type.
D. Samples of Actual Product Delivered: Submit one 18 inch length of cable assembly from each reel.
   1. Select each length to include complete set of manufacturer markings.
   2. Attach tag indicating cable size and application information.
E. Test Reports: Indicate procedures and values obtained.
F. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
G. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
H. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.
I. Project Record Documents: Record actual locations of components and circuits.

1.06 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS
A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS
2.01 CONDUCTOR AND CABLE APPLICATIONS
A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
C. Exterior Locations: Use only building wire in raceway type THHW.
D. Use conductor not smaller than 12 AWG for power and lighting circuits.
E. Use conductor not smaller than 16 AWG for control circuits.

2.02 CONDUCTOR AND CABLE MANUFACTURERS
C. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS
A. Provide products that comply with requirements of NFPA 70.
B. Provide products listed, classified, and labeled as suitable for the purpose intended.
C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
D. Comply with NEMA WC 70.
E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
H. Conductor Material:
   1. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
I. Minimum Conductor Size:
   1. Branch Circuits: 12 AWG.
      a. Exceptions:
         1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
         2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
         3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
   2. Control Circuits: 14 AWG.
J. Conductor Color Coding:
   1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
   2. Color Coding Method: Integrally colored insulation.
      a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
   3. Color Code:
      a. 480Y/277 V, 3 Phase, 4 Wire System:
         1) Phase A: Brown.
         2) Phase B: Orange.
         3) Phase C: Yellow.
         4) Neutral/Grounded: Gray.
      b. 208Y/120 V, 3 Phase, 4 Wire System:
         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.
         4) Neutral/Grounded: White.
      c. Equipment Ground, All Systems: Green.
d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

e. For control circuits, comply with manufacturer's recommended color code.

### 2.04 SINGLE CONDUCTOR BUILDING WIRE

A. **Manufacturers:**
   1. Copper Building Wire:
      d. Substitutions: See Section 01 60 00 - Product Requirements.

B. **Description:** Single conductor insulated wire.

C. **Conductor Stranding:**
   1. Feeder and Branch Circuits:
      b. Size 8 AWG and Larger: Stranded.

D. **Insulation Voltage Rating:** 600 V.

E. **Insulation:**
   1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

F. **Conductor:** Copper.
   1. For Sizes Smaller Than 4 AWG: Copper.
   2. For Sizes 4 AWG and Larger: Copper.

G. **Insulation Voltage Rating:** 600 volts.

H. **Insulation:** NFPA 70, Type THHW/THWN/THHN/THW.

I. **Insulation:** Thermoplastic material rated 75/90 degrees C.

### 2.05 METAL-CLAD CABLE

A. **Manufacturers:**
   1. AFC Cable Systems Inc: www.afcweb.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. **Description:** NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

C. **Conductor Stranding:**
   2. Size 8 AWG and Larger: Stranded.

D. **Insulation Voltage Rating:** 600 V.

E. **Insulation:** Type THHN, THHN/THWN, or THHN/THWN-2.

F. **Provide dedicated neutral conductor for each phase conductor where indicated or required.**

G. **Grounding:** Full-size integral equipment grounding conductor.

H. **Armor:** Steel, interlocked tape.

I. **Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.**

J. **Insulation Temperature Rating:** 75/90 degrees C.
2.06 METAL CLAD CABLE
   A. Description: NFPA 70, Type MC.
   B. Conductor: Copper.
      1. For Sizes Smaller Than 4 AWG: Copper.
      2. For Sizes 4 AWG and Larger: Copper.
   C. Insulation Voltage Rating: 600 volts.
   D. Insulation Temperature Rating: 90 degrees C.
   E. Insulation Material: Thermoplastic.
   F. Armor Material: Steel.
   G. Armor Design: Interlocked metal tape.
   H. Jacket: PVC.

2.07 WIRING CONNECTORS
   A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
   B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
   C. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
      1. Manufacturers:
         a. 3M: www.3m.com/#sle.
         c. NSI Industries LLC: www.nsiindustries.com/#sle.
         d. Substitutions: See Section 01 60 00 - Product Requirements.

2.08 WIRING ACCESSORIES
   A. Electrical Tape:
      1. Manufacturers:
         a. 3M: www.3m.com/#sle.
         c. Substitutions: See Section 01 60 00 - Product Requirements.
      2. Vinyl Color Coding Electrical Tape: Integ rally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
      3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
   B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
      1. Manufacturers:
         a. 3M: www.3m.com/#sle.
         d. Substitutions: See Section 01 60 00 - Product Requirements.
   C. Cable Ties: Material and tensile strength rating suitable for application.
D. Split Bolt Connectors: Description: Connector suitable for copper to copper connection tested and listed to UL 486A requirements. Black burn type-H or equal.
   1. Product: Thomas R Betts or equal
   2. Substitutions: See Section 01 60 00 - Product Requirements.

E. Spring Wire Connectors: Description: Flame retardant thermoplastic shell with plated steel square wire spring gated for 105 degrees C, 600 volts, Thomas and Betts fixed spring wire connectors or equal.
   1. Product: Ideal or equal

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.
B. Verify that work likely to damage wire and cable has been completed.
C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
D. Verify that field measurements are as indicated.
E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

A. Circuiting Requirements:
   1. Unless dimensioned, circuit routing indicated is diagrammatic.
   2. When circuit destination is indicated without specific routing, determine exact routing required.
   3. Arrange circuiting to minimize splices.
   4. Include circuit lengths required to install connected devices within 10 ft of location indicated.

B. Install products in accordance with manufacturer's instructions.
C. Perform work in accordance with NECA 1 (general workmanship).
D. Install metal-clad cable (Type MC) in accordance with NECA 120.
E. Installation in Raceway:
   1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   2. Pull all conductors and cables together into raceway at same time.
   3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
H. Terminate cables using suitable fittings.
   1. Metal-Clad Cable (Type MC):
      a. Use listed fittings.
b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

I. Install conductors with a minimum of 12 inches of slack at each outlet.
J. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
K. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
L. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
M. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
N. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
O. Insulate ends of spare conductors using vinyl insulating electrical tape.
P. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
Q. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
R. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
S. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
T. Route wire and cable as required to meet project conditions.
   1. Wire and cable routing indicated is approximate unless dimensioned.
   2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
   3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
U. Use wiring methods indicated.
V. Pull all conductors into raceway at same time.
W. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
X. Protect exposed cable from damage.
Y. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
Z. Use suitable cable fittings and connectors.
AA. Neatly train and lace wiring inside boxes, equipment, and panelboards.
AB. Clean conductor surfaces before installing lugs and connectors.
AC. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

AD. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.

AE. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.

AF. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

AG. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

AH. Identify and color code wire and cable under provisions of Section 26 0553. Identify each conductor with its circuit number or other designation indicated.

### 3.04 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Perform inspection, testing, and adjusting in accordance with Section 01 45 00.

C. Perform field inspection and testing in accordance with Section 01 45 00.

D. Inspect and test in accordance with NETA ATS, except Section 4.

E. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

F. Correct deficiencies and replace damaged or defective conductors and cables.

G. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

END OF SECTION 26 05 19
SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Grounding and bonding requirements.
   B. Conductors for grounding and bonding.
   C. Connectors for grounding and bonding.
   D. Grounding and bonding components.
   E. Provide all components necessary to complete the grounding system(s) consisting of:
      1. Existing metal underground water pipe.
      2. Metal frame of the building.
      3. Existing metal underground gas piping system.
      4. Metal underground gas piping system.

1.02 RELATED REQUIREMENTS
   A. Section 26 05 19 - Low Voltage Elec. Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
   B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
   C. Section 26 56 00 - Exterior Lighting: Additional grounding and bonding requirements for pole-mounted luminaires.

1.03 REFERENCE STANDARDS
   A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
   D. NFPA 70 - National Electrical Code.
   E. UL 467 - Grounding and Bonding Equipment.

1.04 ADMINISTRATIVE REQUIREMENTS
   A. Coordination:
      1. Verify exact locations of underground metal water service pipe entrances to building.
      2. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
   B. Sequencing:

1.05 PERFORMANCE REQUIREMENTS
   A. Grounding System Resistance: 25 ohms.

1.06 SUBMITTALS
   A. See Section 01 33 00 - Administrative Requirements for submittals procedures.
   B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
   C. Shop Drawings:
      1. Indicate proposed arrangement for signal reference grids. Include locations of items to be bonded and methods of connection.
D. Product Data: Provide for grounding electrodes and connections.
E. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
F. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
G. Project Record Documents: Record actual locations of components and grounding electrodes.

1.07 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

1.08 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store products in accordance with manufacturer’s instructions.

PART 2 PRODUCTS
2.01 GROUNDING AND BONDING REQUIREMENTS
A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
D. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using “point-to-point” methods.
E. Bonding and Equipment Grounding:
   1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
   2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
   3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
   4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
   5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
   6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
   7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
      a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
b. Metal gas piping.
8. Provide bonding for interior metal air ducts.
10. Provide bonding for metal siding not effectively bonded through attachment to metal building frame.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
1. Use insulated copper conductors unless otherwise indicated.
   a. Exceptions:
      1) Use bare copper conductors where installed underground in direct contact with earth.
      2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
4. Manufacturers - Mechanical and Compression Connectors:
   d. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 MANUFACTURERS

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 CONNECTORS AND ACCESSORIES

A. Mechanical Connectors: Bronze.
   1. Product: manufactured by Thomas and Betts or equal.
   2. Substitutions: See Section 01 60 00 - Product Requirements.

B. Wire: Stranded copper.

C. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.
B. Verify that field measurements are as indicated.
C. Verify that conditions are satisfactory for installation prior to starting work.
D. Verify existing conditions prior to beginning work.
E. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.02 INSTALLATION
A. Install products in accordance with manufacturer’s instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer’s recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer’s recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer’s recommended tools and dies.
D. Identify grounding and bonding system components in accordance with Section 26 05 53.
E. Provide bonding to meet requirements described in Quality Assurance.
F. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing. Each of branch circuits and feeder circuits shall have dedicated equipment grounding conductor, sharing this conductor with other grounding conductors is not permitted.

3.03 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Provide field inspection in accordance with Section 01 45 00.
C. Inspect and test in accordance with NETA ATS except Section 4.
D. Perform inspections and tests listed in NETA ATS, Section 7.13.
E. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
F. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION 26 05 26
SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1  GENERAL

1.01  SECTION INCLUDES
   A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

1.02  RELATED REQUIREMENTS
   A. Section 26 05 34 - Conduit: Additional support and attachment requirements for conduits.
   B. Section 26 05 37 - Boxes: Additional support and attachment requirements for boxes.
   C. Section 26 51 00 - Interior Lighting: Additional support and attachment requirements for interior luminaires.
   D. Section 26 56 00 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.

1.03  REFERENCE STANDARDS
   D. MFMA-4 - Metal Framing Standards Publication.
   E. NECA 1 - Standard for Good Workmanship in Electrical Construction.
   F. NFPA 70 - National Electrical Code.
   G. UL 5B - Strut-Type Channel Raceways and Fittings.

1.04  ADMINISTRATIVE REQUIREMENTS
   A. Coordination:
      1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
      2. Coordinate the work with other trades to provide additional framing and materials required for installation.
      3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
      4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
      5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
   B. Sequencing:
      1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 30 00.

1.05  SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide manufacturer's standard catalog pages and data sheets for metal channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.
D. Product Data: Provide manufacturer’s catalog data for fastening systems.
E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.06 QUALITY ASSURANCE
A. Comply with NFPA 70.
B. Comply with applicable building code.
C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS
2.01 SUPPORT AND ATTACHMENT COMPONENTS
A. General Requirements:
   1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
   2. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated, where applicable.
   3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 1.5. Include consideration for vibration, equipment operation, and shock loads where applicable.
   4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
   5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
      a. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
      b. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
      c. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
B. Materials for Metal Fabricated Supports: Comply with Section 05 50 00.
C. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
   1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
   2. Conduit Clamps: Bolted type unless otherwise indicated.
   3. Manufacturers:
e. Substitutions: See Section 01 60 00 - Product Requirements.

D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
   2. Channel (Strut) Used as Raceway (only where specifically indicated): Listed and labeled as complying with UL 5B.
   3. Channel Material:
      a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
      b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
   4. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
   6. Manufacturers:
      c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
      e. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.

E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
   1. Minimum Size, Unless Otherwise Indicated or Required:
      a. Equipment Supports: 1/2 inch diameter.
      b. Single Conduit up to 1 inch (27mm) trade size: 1/4 inch diameter.
      c. Single Conduit larger than 1 inch (27mm) trade size: 3/8 inch diameter.
      d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
      e. Outlet Boxes: 1/4 inch diameter.
      f. Luminaires: 1/4 inch diameter.

F. Anchors and Fasteners:
   1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
   2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
   3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
   6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
   7. Sheet Metal: Use sheet metal screws.
   8. Powder-actuated fasteners are not permitted.
   9. Hammer-driven anchors and fasteners are not permitted.

2.02 MANUFACTURERS
C. Substitutions: See Section 01 60 00 - Product Requirements.
2.03 MATERIALS
   A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
   B. Supports: Fabricated of structural steel or formed steel members; galvanized.
   C. Anchors and Fasteners:
      1. Do not use powder-actuated anchors.
      2. Obtain permission from Architect before using powder-actuated anchors.
      3. Steel Structural Elements: Use beam clamps.
      5. Sheet Metal: Use sheet metal screws.
   D. Formed Steel Channel:
      2. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that field measurements are as shown on the drawings.
   B. Verify that mounting surfaces are ready to receive support and attachment components.
   C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION
   A. Install products in accordance with manufacturer's instructions.
   B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
   C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
   D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
   E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
   F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
   G. Equipment Support and Attachment:
      1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
      2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
      3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
      4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
   H. Conduit Support and Attachment: Also comply with Section 26 05 34.
   I. Box Support and Attachment: Also comply with Section 26 05 37.
   J. Interior Luminaire Support and Attachment: Also comply with Section 26 51 00.
   K. Exterior Luminaire Support and Attachment: Also comply with Section 26 56 00.
L. Secure fasteners according to manufacturer's recommended torque settings.
M. Remove temporary supports.
N. Identify independent electrical component support wires above accessible ceilings (only where specifically indicated or permitted) with color distinguishable from ceiling support wires in accordance with NFPA 70.

3.03 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Inspect support and attachment components for damage and defects.
C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION 26 05 29
SECTION 26 05 34
CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Galvanized steel rigid metal conduit (RMC).
B. Flexible metal conduit (FMC).
C. Electrical metallic tubing (EMT).
D. Conduit fittings.
E. Accessories.
F. Conduit, fittings and conduit bodies.

1.02 RELATED REQUIREMENTS
A. Section 07 84 00 - Firestopping.
B. Section 26 05 19 - Low Voltage Elec. Power Conductors and Cables: Metal clad cable (Type MC), armored cable (Type AC), and manufactured wiring systems, including uses permitted.
C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
D. Section 26 05 29 - Hangers and Supports for Electrical Systems.
E. Section 26 0553 - Identification for Electrical Systems.
F. Section 26 05 37 - Boxes.
G. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS
A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S).
C. ANSI C80.5 - American National Standard for Electrical Rigid Metal Conduit -- Aluminum (ERMC-A).
D. NECA 1 - Standard for Good Workmanship in Electrical Construction.
E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT).
F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
G. NFPA 70 - National Electrical Code.
H. UL 1 - Flexible Metal Conduit.
I. UL 6 - Electrical Rigid Metal Conduit-Steel.
J. UL 360 - Liquid-Tight Flexible Steel Conduit.
K. UL 514B - Conduit, Tubing, and Cable Fittings.
L. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings.
M. UL 797 - Electrical Metallic Tubing-Steel.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
B. Product Data: Provide manufacturer’s standard catalog pages and data sheets for conduits and fittings.
C. Shop Drawings:
   1. Indicate proposed arrangement for conduits to be installed within structural concrete slabs, where permitted.
   2. Include proposed locations of roof penetrations and proposed methods for sealing.
D. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.
E. Product Data: Provide for metallic conduit and flexible metal conduit.
F. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches.

1.06 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.
D. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer’s instructions.
B. Accept conduit on site. Inspect for damage.
C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
D. Protect PVC conduit from sunlight.

PART 2 PRODUCTS
2.01 CONDUIT APPLICATIONS
A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the
most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.

C. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit.

D. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).

E. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.

G. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit.

H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
   1. Locations subject to physical damage include, but are not limited to:
      a. Where exposed below 8 feet, except within electrical and communication rooms or closets.

I. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.

J. Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit.
   1. Maximum Length: 6 feet.

K. Connections to Vibrating Equipment:
   1. Dry Locations: Use flexible metal conduit.
   2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
   3. Maximum Length: 6 feet unless otherwise indicated.
   4. Vibrating equipment includes, but is not limited to:
      a. Transformers.
      b. Motors.
      c. HVAC equipment.

2.02 CONDUIT REQUIREMENTS

A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

B. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.

C. Minimum Conduit Size, Unless Otherwise Indicated:
   1. Branch Circuits: 3/4 inch (21 mm) trade size.
   2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
   3. Flexible Connections to Luminaires: 1/2 inch (16 mm) trade size.

D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

C. Fittings:
   1. Manufacturers:
Canopy Repair  
Division of Communication Administrative Office 
MC1002000451  
August 10, 2020  

CONDUIT  
StudioJAED Architects & Engineers  
26 05 34 - 4  
Project No. 19058  

2.04 FLEXIBLE METAL CONDUIT (FMC)  
A. Manufacturers:  
   1. AFC Cable Systems, Inc:  www.afcweb.com/#sle.  
   4. Substitutions:  See Section 01 60 00 - Product Requirements.  
B. Description:  NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.  
C. Fittings:  
   1. Manufacturers:  
      d. Substitutions:  See Section 01 60 00 - Product Requirements.  
   2. Description:  Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.  
   3. Material:  Use steel or malleable iron.  
D. Description:  Interlocked steel construction.  
E. Fittings:  NEMA FB 1.  

2.05 ACCESSORIES  
A. Conduit Joint Compound:  Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.  
B. Pull Strings:  Use nylon cord with average breaking strength of not less than 200 pound-force.  
C. Sealing Compound for Sealing Fittings:  Listed for use with the particular fittings to be installed.  
D. Modular Seals for Conduit Penetrations:  Rated for minimum of 40 psig; Suitable for the conduits to be installed.  

PART 3 EXECUTION  
3.01 EXAMINATION  
A. Verify that field measurements are as shown on drawings.  
B. Verify that mounting surfaces are ready to receive conduits.  
C. Verify that conditions are satisfactory for installation prior to starting work.  
D. Verify routing and termination locations of conduit prior to rough-in.  
E. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.  

3.02 INSTALLATION  
A. Install products in accordance with manufacturer's instructions.  
B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.

D. Conduit Routing:
   1. Unless dimensioned, conduit routing indicated is diagrammatic.
   2. When conduit destination is indicated and routing is not shown, determine exact routing required.
   3. Conceal all conduits unless specifically indicated to be exposed.
   4. Conduits in the following areas may be exposed, unless otherwise indicated:
      a. Electrical rooms.
      b. Mechanical equipment rooms.
      c. Within joists in areas with no ceiling.
   5. Arrange conduit to maintain adequate headroom, clearances, and access.
   6. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
   7. Arrange conduit to provide no more than 150 feet between pull points.
   8. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
   9. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
   10. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
        a. Heaters.
        b. Hot water piping.
        c. Flues.
   11. Group parallel conduits in the same area together on a common rack.

E. Conduit Support:
   1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
   4. Use conduit strap to support single surface-mounted conduit.
      a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
   5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
   6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
   7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
   8. Use of spring steel conduit clips for support of conduits is not permitted.
   9. Use of wire for support of conduits is not permitted.
      a. For securing conduits to studs in hollow stud walls.
      b. For suspending conduits supported by spring steel conduit clips (only where specifically indicated or permitted).

F. Connections and Terminations:
   1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
   2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
   3. Use suitable adapters where required to transition from one type of conduit to another.
4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
5. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
6. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

G. Penetrations:
   1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
   2. Make penetrations perpendicular to surfaces unless otherwise indicated.
   3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
   4. Conceal bends for conduit risers emerging above ground.
   5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
   6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
   7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
   8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
   1. Where conduits cross structural joints intended for expansion, contraction, or deflection.

I. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
   1. Where conduits pass from outdoors into conditioned interior spaces.
   2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

J. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

K. Provide grounding and bonding in accordance with Section 26 05 26.

L. Identify conduits in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING
A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION
A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.
3.06 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.

B. Route conduit through roof openings for piping and ductwork wherever possible. Where separate roofing penetration is required, coordinate location and installation method with roofing installation specified in Section roofing section.

END OF SECTION 26 05 34
SECTION 26 05 37
BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
C. Wall and ceiling outlet boxes.
D. Floor boxes.
E. Pull and junction boxes.

1.02 RELATED REQUIREMENTS
A. Section 07 84 00 - Firestopping.
B. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
D. Section 26 05 29 - Hangers and Supports for Electrical Systems.
E. Section 26 27 26 - Wiring Devices: Wall plates.
F. Section 26 27 16 - Electrical Cabinets and Enclosures.
G. Section 26 27 26 - Wiring Devices: Wall plates in finished areas, floor box service fittings, fire-rated poke-through fittings, and access floor boxes.

1.03 REFERENCE STANDARDS
A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
B. NECA 130 - Standard for Installing and Maintaining Wiring Devices.
C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
G. NFPA 70 - National Electrical Code.
H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
J. UL 508A - Industrial Control Panels.
K. UL 514A - Metallic Outlet Boxes.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.
C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
D. Project Record Documents: Record actual locations for outlet and device boxes, pull boxes, cabinets and enclosures, floor boxes, and underground boxes/enclosures.
E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Keys for Lockable Enclosures: Two of each different key.
F. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.06 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.
B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS
2.01 BOXES
A. General Requirements:
   1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
   2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
   3. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
   4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
   1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
   2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
   3. Use suitable concrete type boxes where flush-mounted in concrete.
   4. Use suitable masonry type boxes where flush-mounted in masonry walls.
   5. Use raised covers suitable for the type of wall construction and device configuration where required.
   6. Use shallow boxes where required by the type of wall construction.
   7. Do not use "through-wall" boxes designed for access from both sides of wall.
   8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
   9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
   10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
   12. Minimum Box Size, Unless Otherwise Indicated:
      a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
      b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.
      c. Ceiling Outlets: 4 inch octagonal or square by 2-1/8 inch deep (100 by 54 mm) trade size.
   14. Manufacturers:
      b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com/#sle.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
   1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
   2. NEMA 250 Environment Type, Unless Otherwise Indicated:
      a. Indoor Clean, Dry Locations: Type 1, painted steel.
      b. Outdoor Locations: Type 3R, painted steel.
   3. Junction and Pull Boxes Larger Than 100 cubic inches:
      a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
      b. Boxes 6 square feet and Larger: Provide sectionalized screw-cover or hinged-cover enclosures.
   4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
      a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
c. Terminal Blocks: Provide voltage/current ratings and terminal quantity suitable for purpose indicated, with 25 percent spare terminal capacity.

5. Finish for Painted Steel Enclosures: Manufacturer’s standard grey unless otherwise indicated.

6. Manufacturers:
   d. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MANUFACTURERS
   B. Steel City
   C. Substitutions: Reco, Inc. See Section 01 60 00 - Product Requirements.

2.03 OUTLET BOXES
   A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
      1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
      2. Concrete Ceiling Boxes: Concrete type.
   B. Nonmetallic Outlet Boxes: NEMA OS 2.
   C. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.
   D. Wall Plates for Finished Areas: As specified in Section 26 2726.

2.04 PULL AND JUNCTION BOXES
   A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
   B. Hinged Enclosures: As specified in Section 26 2716.
   C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
      1. Material: Galvanized cast iron; Cast Aluminum.
      2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 EXECUTION

3.01 EXAMINATION

3.02
   A. Verify that field measurements are as shown on drawings.
   B. Verify that mounting surfaces are ready to receive boxes.
   C. Verify that conditions are satisfactory for installation prior to starting work.
   D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

3.03 INSTALLATION
   A. Install products in accordance with manufacturer's instructions.
   B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
   C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
   D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
E. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

F. Box Locations:
   1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
   2. Unless dimensioned, box locations indicated are approximate.
   3. Locate boxes as required for devices installed under other sections or by others.
   4. Locate boxes so that wall plates do not cross masonry joints.
   5. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
   6. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
   7. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
   8. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
   9. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
      a. Concealed above accessible suspended ceilings.
      b. Within joists in areas with no ceiling.
      c. Electrical rooms.
      d. Mechanical equipment rooms.

G. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.

H. Install boxes plumb and level.

I. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

J. Install boxes as required to preserve insulation integrity.

K. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

L. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

M. Close unused box openings.
N. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

O. Provide grounding and bonding in accordance with Section 26 05 26.

P. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.

Q. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

R. Coordinate installation of outlet boxes for equipment connected under Section 26 2717.

S. Set wall mounted boxes at elevations to accommodate mounting heights indicated.

T. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
   1. Adjust box locations up to 10 feet if required to accommodate intended purpose.

U. Orient boxes to accommodate wiring devices oriented as specified in Section 26 2726.

V. Maintain headroom and present neat mechanical appearance.

W. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

X. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

Y. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.

Z. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.

AA. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.

AB. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

AC. Use flush mounting outlet box in finished areas.

AD. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

AE. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.

AF. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

AG. Use stamped steel bridges to fasten flush mounting outlet box between studs.

AH. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

AI. Use adjustable steel channel fasteners for hung ceiling outlet box.

AJ. Do not fasten boxes to ceiling support wires.

AK. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.

AL. Use gang box where more than one device is mounted together. Do not use sectional box.

AM. Use gang box with plaster ring for single device outlets.

AN. Use cast outlet box in exterior locations exposed to the weather and wet locations.

AO. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.

AP. Set floor boxes level.

AQ. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.
3.04 ADJUSTING
   A. Adjust floor boxes flush with finish flooring material.
   B. Adjust flush-mounting outlets to make front flush with finished wall material.
   C. Install knockout closures in unused box openings.

3.05 CLEANING
   A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.06 PROTECTION
   A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION 26 05 37
SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Electrical identification requirements.
B. Identification nameplates and labels.
C. Wire and cable markers.
D. Voltage markers.
E. Warning signs and labels.
F. Field-painted identification of conduit.

1.02 RELATED REQUIREMENTS
A. Section 09 90 00 - Painting and Coating.

1.03 REFERENCE STANDARDS
C. NFPA 70 - National Electrical Code.
D. UL 969 - Marking and Labeling Systems.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
B. Sequencing:
   1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
   2. Do not install identification products until final surface finishes and painting are complete.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.
D. Product Data: Provide catalog data for nameplates, labels, and markers.
E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.06 QUALITY ASSURANCE
A. Conform to requirements of NFPA 70.

1.07 FIELD CONDITIONS
A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.
1.08 EXTRA MATERIALS
   A. See Section 01 6000 - Product Requirements for additional requirements.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS
   A. Identification for Equipment:
      1. Use identification nameplate to identify each piece of electrical distribution and control
         equipment and associated sections, compartments, and components.
   B. Identification for Conductors and Cables:
      1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
      2. Use identification nameplate or identification label to identify color code for ungrounded
         and grounded power conductors inside door or enclosure at each piece of feeder or
         branch-circuit distribution equipment when premises has feeders or branch circuits served
         by more than one nominal voltage system.

2.02 MANUFACTURERS
   D. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 IDENTIFICATION NAMEPLATES AND LABELS
   A. Identification Nameplates:
      1. Manufacturers:
         d. Substitutions: See Section 01 60 00 - Product Requirements.
      2. Materials:
         a. Indoor Clean, Dry Locations: Use plastic nameplates.
         b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for
            exterior use.
      3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically
         non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved
         text.
      4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched
         text.
      5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or
         laser-etched text.
      6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch
         high; Four, located at corners for larger sizes.
   B. Identification Labels:
      1. Manufacturers:
         d. Substitutions: See Section 01 60 00 - Product Requirements.
      2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and
         abrasion resistant.
         a. Use only for indoor locations.
3. **Text:** Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. **Format for Equipment Identification:**
   1. **Minimum Size:** 1 inch by 2.5 inches.
   2. **Legend:**
      a. **System designation where applicable:**
         1) **Emergency Power System:** Identify with text "EMERGENCY".
         2) **Fire Alarm System:** Identify with text "FIRE ALARM".
      b. **Equipment designation or other approved description.**
   3. **Text:** All capitalized unless otherwise indicated.
   4. **Minimum Text Height:**
      a. **System Designation:** 1 inch.
      b. **Equipment Designation:** 1/2 inch.
   5. **Color:**
      a. **Normal Power System:** White text on black background.

D. **Nameplates:** Engraved three-layer laminated plastic, black letters on white background.

E. **Locations:**
   1. Each electrical distribution and control equipment enclosure.
   2. Communication cabinets.
   3. Disconnect switches, and starters.

F. **Letter Size:**
   1. Use 1/8 inch letters for identifying individual equipment and loads.
   2. Use 1/4 inch letters for identifying grouped equipment and loads.

### 2.04 WIRE AND CABLE MARKERS

A. **Manufacturers:**
   4. Panduit Corp.
   5. **Substitutions:** See Section 01 60 00 - Product Requirements.

B. **Markers for Conductors and Cables:** Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

C. **Markers for Conductor and Cable Bundles:** Use plastic marker tags secured by nylon cable ties.

D. **Legend:** Power source and circuit number or other designation indicated.

E. **Text:** Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
   1. Do not use handwritten text.

F. **Minimum Text Height:** 1/8 inch.

G. **Color:** Black text on white background unless otherwise indicated.

H. **Description:** split sleeve type wire markers.

I. **Locations:** Each conductor at panelboard gutters, pull boxes, outlet boxes, and junction boxes each load connection.

J. **Legend:**
   1. **Power and Lighting Circuits:** Branch circuit or feeder number indicated on drawings.
   2. **Control Circuits:** Control wire number indicated on shop drawings.
2.05 VOLTAGE MARKERS

A. Manufacturers: Panduit Corp
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

D. Minimum Size:
   1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
   2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
   3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.

E. Legend:
   1. Markers for Voltage Identification: Highest voltage present.
   2. Markers for System Identification:
      a. Emergency Power System: Text "EMERGENCY".
      b. Other Systems: Type of service.

F. Color: Black text on orange background unless otherwise indicated.

G. Location: Furnish markers for each conduit longer than 6 feet.

H. Spacing: 20 feet on center.

I. Color:
   1. 480 Volt System: Brown.
   2. 208 Volt System: Yellow.

J. Legend:
   1. 480 Volt System: brown.
   2. 208 Volt System: yellow.

2.06 WARNING SIGNS AND LABELS

A. Manufacturers:
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

C. Warning Signs:
   1. Materials:
      a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
      b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
   2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
   3. Minimum Size: 7 by 10 inches unless otherwise indicated.

D. Warning Labels:
1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.


3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION
A. Clean surfaces to receive adhesive products according to manufacturer’s instructions.
B. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION
A. Install products in accordance with manufacturer’s instructions.
B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
   4. Elevated Equipment: Legible from the floor or working platform.
   5. Interior Components: Legible from the point of access.
   6. Conduits: Legible from the floor.
   7. Boxes: Outside face of cover.
   8. Conductors and Cables: Legible from the point of access.
C. Install identification products centered, level, and parallel with lines of item being identified.
D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
   1. Do not use adhesives on exterior surfaces except where substrate cannot be penetrated.
E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
F. Secure rigid signs using stainless steel screws.

3.03 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION 26 05 53
SECTION 26 09 23
LIGHTING CONTROL DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Outdoor photo controls.

1.02 RELATED REQUIREMENTS
A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
B. Section 26 56 00 - Exterior Lighting.

1.03 REFERENCE STANDARDS
A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
B. NECA 130 - Standard for Installing and Maintaining Wiring Devices.
C. NFPA 70 - National Electrical Code.
D. UL 773A - Nonindustrial Photoelectric Switches for Lighting Control.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Coordination:
   1. Coordinate the placement of lighting control devices with millwork, furniture, equipment, etc. installed under other sections or by others.
   2. Coordinate the placement of photo sensors for daylighting controls with windows, skylights, and luminaires to achieve optimum operation. Coordinate placement with ductwork, piping, equipment, or other potential obstructions to light level measurement installed under other sections or by others.
   3. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

B. Sequencing:
   1. Do not install lighting control devices until final surface finishes and painting are complete.

1.05 SUBMITTALS
A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
   1. Occupancy Sensors: Include detailed motion detection coverage range diagrams.
C. Shop Drawings:
   1. Occupancy Sensors: Provide lighting plan indicating location, model number, and orientation of each occupancy sensor and associated system component.
D. Manufacturer's Installation Instructions: Include application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
E. Operation and Maintenance Data: Include detailed information on device programming and setup.
F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
G. Project Record Documents: Record actual installed locations and settings for lighting control devices.
1.06 QUALITY ASSURANCE
   A. Comply with requirements of NFPA 70.
   B. Maintain at the project site a copy of each referenced document that prescribes execution
      requirements.
   C. Product Listing Organization Qualifications: An organization recognized by OSHA as a
      Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having
      jurisdiction.

1.07 DELIVERY, STORAGE, AND PROTECTION
   A. Store products in a clean, dry space in original manufacturer's packaging in accordance with
      manufacturer's written instructions until ready for installation.

1.08 FIELD CONDITIONS
   A. Maintain field conditions within manufacturer's required service conditions during and after
      installation.

1.09 WARRANTY
   A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS
2.01 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS
   A. Provide products listed, classified, and labeled as suitable for the purpose intended.
   B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors,
      hardware, components, accessories, etc. as required for a complete operating system.

2.02 OUTDOOR PHOTO CONTROLS
   A. Manufacturers:
      1. Intermatic, Inc: www.intermatic.com/#sle.
      2. Tork, a division of NSI Industries LLC; ZSS124: www.tork.com/#sle.
      3. Substitutions: See Section 01 60 00 - Product Requirements.
   B. Stem-Mounted Outdoor Photo Controls:
      1. Description: Direct-wired photo control unit with threaded conduit mounting stem and
         field-adjustable swivel base, listed and labeled as complying with UL 773A.
      2. Housing: Weatherproof, impact resistant polycarbonate.
      4. Provide external sliding shield for field adjustment of light level activation.
      5. Light Level Activation: 1 to 5 footcandles turn-on and 3 to 1 turn-off to turn-on ratio with
         delayed turn-off.
      6. Voltage: As required to control the load indicated on the drawings.
      7. Failure Mode: Fails to the on position.
      8. Load Rating: As required to control the load indicated on the drawings.
      9. Provide accessory wall-mounting bracket where indicated or as required to complete
         installation.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that field measurements are as indicated.
   B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are
      properly sized to accommodate devices and conductors in accordance with NFPA 70.
   C. Verify that openings for outlet boxes are neatly cut and will be completely covered by devices or
      wall plates.
D. Verify that final surface finishes are complete, including painting.
E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.
F. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.
G. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION
A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION
A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
B. Install lighting control devices in accordance with manufacturer's instructions.
C. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
D. Install lighting control devices plumb and level, and held securely in place.
E. Where required and not furnished with lighting control device, provide wall plate in accordance with Section 26 27 26.
F. Provide required supports in accordance with Section 26 05 29.
G. Where applicable, install lighting control devices and associated wall plates to fit completely flush to mounting surface with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
H. Outdoor Photo Control Locations:
   1. Where possible, locate outdoor photo controls with photo sensor facing north. If north facing photo sensor is not possible, install with photo sensor facing east, west, or down.
   2. Locate outdoor photo controls so that photo sensors do not face artificial light sources, including light sources controlled by the photo control itself.
I. Install outdoor photo controls so that connections are weatherproof. Do not install photo controls with conduit stem facing up in order to prevent infiltration of water into the photo control.

3.04 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Inspect each lighting control device for damage and defects.
C. Test outdoor photo controls to verify proper operation, including time delays where applicable.
D. Correct wiring deficiencies and replace damaged or defective lighting control devices.

3.05 ADJUSTING
A. Adjust devices and wall plates to be flush and level.
B. Adjust external sliding shields on outdoor photo controls under optimum lighting conditions to achieve desired turn-on and turn-off activation as indicated or as directed by Architect.

3.06 CLEANING
A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.
3.07 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. Demonstration: Demonstrate proper operation of lighting control devices to Architect, and correct deficiencies or make adjustments as directed.

END OF SECTION 26 09 23
SECTION 26 56 00
EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Exterior luminaires.

1.02 RELATED REQUIREMENTS
   A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
   B. Section 26 05 37 - Boxes.

1.03 REFERENCE STANDARDS
   C. NECA 1 - Standard for Good Workmanship in Electrical Construction.
   E. NEMA LE 4 - Recessed Luminaires, Ceiling Compatibility.
   F. NFPA 70 - National Electrical Code.
   G. UL 1598 - Luminaires.
   H. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products.

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
   C. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
   D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
      1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.05 DELIVERY, STORAGE, AND HANDLING
   A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
   B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES
   A. Furnish products as indicated in luminaire schedule included on the drawings.
   B. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 LUMINAIREs
   A. Manufacturers:
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Provide products that comply with requirements of NFPA 70.
C. Provide products that are listed and labeled as complying with UL 1598, where applicable.
D. Provide products listed, classified, and labeled as suitable for the purpose intended.
E. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
F. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
G. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
H. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
I. Recessed Luminaires:
J. LED Luminaires:
   1. Components: UL 8750 recognized or listed as applicable.
   2. Tested in accordance with IES LM-79 and IES LM-80.
   3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that field measurements are as indicated.
B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
C. Verify that suitable support frames are installed where required.
D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION
A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION
A. Coordinate locations of outlet boxes provided under Section 26 05 37 as required for installation of luminaires provided under this section.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Install products in accordance with manufacturer's instructions.
D. Install luminaires in accordance with NECA/IESNA 501.
E. Provide required support and attachment in accordance with Section 26 05 29.
F. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
G. Recessed Luminaires:
1. Install trims tight to mounting surface with no visible light leakage.
H. Install accessories furnished with each luminaire.
I. Bond products and metal accessories to branch circuit equipment grounding conductor.
J. Install lamps in each luminaire.

3.04 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for additional requirements.
B. Inspect each product for damage and defects.
C. Operate each luminaire after installation and connection to verify proper operation.
D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.05 ADJUSTING
A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

3.06 CLEANING
A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.07 CLOSEOUT ACTIVITIES
A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
B. Demonstration: Demonstrate proper operation of luminaires to Architect, and correct deficiencies or make adjustments as directed.
C. Just prior to Substantial Completion, replace all lamps that have failed.

3.08 PROTECTION
A. Protect installed luminaires from subsequent construction operations.

END OF SECTION 26 56 00
SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Aggregate base course.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Materials Sources: Submit name of imported materials source.
   C. Aggregate Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
   D. Compaction Density Test Reports.

1.05 DELIVERY, STORAGE, AND HANDLING
   A. When necessary, store materials on site in advance of need.

PART 2 PRODUCTS
2.01 MATERIALS
   A. Coarse Aggregate: Coarse aggregate, complying with Delaware Department of Transportation Highway Department standard.

2.02 SOURCE QUALITY CONTROL
   A. See Section 01 40 00 - Quality Requirements, for general requirements for testing and analysis of aggregate materials.
   B. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION
   A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
   B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION
   A. Under Bituminous Concrete Paving:
      1. Place coarse aggregate to a total compacted thickness of 5 inches.
      2. Compact to 95 percent of maximum dry density.
   B. Under Portland Cement Concrete Paving:
      1. Place coarse aggregate to a total compacted thickness of 5 inches.
      2. Compact to 95 percent of maximum dry density.
   C. Place aggregate in maximum 4 inch layers and roller compact to specified density.
   D. Level and contour surfaces to elevations and gradients indicated.
   E. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
F. Add water to assist compaction. If excess water is apparent, remove aggregate and aeration to reduce moisture content.

G. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

H. Apply herbicide to finished surface.

3.04 TOLERANCES
A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
B. Scheduled Compacted Thickness: Within 1/4 inch.

3.05 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection and testing.
B. Proof roll compacted aggregate at surfaces that will be under slabs-on-grade.

3.06 CLEANING
A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION 32 11 23
SECTION 32 12 16
ASPHALT PAVING

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Surface sealer.

1.02 RELATED REQUIREMENTS
   A. Section 32 11 23 - Aggregate Base Courses: Aggregate base course.

1.03 REFERENCE STANDARDS
   A. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types.

1.04 DEFINITIONS
   A. Warm-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.
   B. Warm-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.05 QUALITY ASSURANCE
   A. Perform Work in accordance with State of Delaware Highways standard.
   B. Mixing Plant: Complying with State of Delaware Highways standard.
   C. Obtain materials from same source throughout.

1.06 FIELD CONDITIONS
   A. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 PRODUCTS
2.01 REGULATORY REQUIREMENTS
   A. Comply with applicable code for paving work on public property.

2.02 MATERIALS
   A. All materials used under this section shall conform to the requirements of Delaware Department of Transportation Specifications for Road and Bridge Construction and the Delaware Manual on Uniform Traffic Control Devices (MUTCD), including, but not limited to: graded aggregate, asphalt cement, tack coat and traffic control devices.
   B. Joint Sealants: Joint Sealants shall comply with Delaware Department of Transportation Specifications for Road and Bridge Construction, Divisions 700 & 800.

2.03 ASPHALT PAVING MIXES AND MIX DESIGN
   A. WMA and HMA Asphalt: Provide Plant Mixed, hot-laid, asphalt-aggregate mixture complying with Delaware Department of Transportation Specifications for Road and Bridge Construction, Division 400 and referred Divisions.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
   B. Verify gradients and elevations of base are correct.

3.02 BASE COURSE
   A. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
3.03 PREPARATION - TACK COAT
   A. Apply tack coat in accordance with manufacturer's instructions.
   B. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate of 0.05 to 0.15 gal/sq yd.

3.04 PATCHING
   A. WMA and HMA Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
   B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
      1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
      2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
   C. Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
   D. Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.05 REPAIR
   A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
      1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
   B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.
      1. Clean cracks and joints in existing hot-mix asphalt pavement.
      2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
      3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with existing surface of pavement and remove excess.

3.06 COMPACTION
   A. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
      1. Complete compaction before mix temperature cools to 185 deg F.
   B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
   C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
      1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
   D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

3.07 SEAL COAT
A. Apply seal coat to surface course in accordance with AI MS-19.

3.08 TOLERANCES
A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
B. Variation from True Elevation: Within 1/2 inch.

3.09 FIELD QUALITY CONTROL
A. See Section 01 40 00 - Quality Requirements, for general requirements for quality control.
B. Provide field inspection and testing. Take samples and perform tests in accordance with AI MS-2.

3.10 PROTECTION
A. Immediately after placement, protect pavement from mechanical injury for 3 days or until surface temperature is less than 140 degrees F.
B. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

END OF SECTION 32 12 16
SECTION 32 13 13
CONCRETE PAVING

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Concrete sidewalks and integral curbs.

1.02 RELATED REQUIREMENTS
1.03 REFERENCE STANDARDS
   B. ACI 301 - Specifications for Structural Concrete.
   E. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
   F. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
   K. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.

1.04 SUBMITTALS
   A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on joint filler, admixtures, and curing compound.
   C. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.

PART 2 PRODUCTS
2.01 PAVING ASSEMBLIES
   A. Concrete Sidewalks and Median Barrier: 3,000 psi 28 day concrete, 4 inches thick, buff color Portland cement, exposed aggregate finish.

2.02 FORM MATERIALS
   A. Wood form material, profiled to suit conditions.
B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).

C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.03 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, Grade 80 (80,000 psi) yield strength; deformed billet steel bars; galvanized.

B. Steel Welded Wire Reinforcement: Plain type, ASTM A1064/A1064M; in flat sheets; unfinished.

C. Dowels: ASTM A615/A615M, Grade 40 - 40,000 psi yield strength; deformed billet steel bars; galvanized finish.

2.04 CONCRETE MATERIALS

A. Obtain cementitious materials from same source throughout.

B. Concrete Materials: Provide in accordance with Delaware Department of Transportation Specifications for Road and Bridge Construction Division 500 and Division 800 standards.

C. The concrete mix used in performing this work shall be DelDOT Class “A” or DelDOT Class “B” depending on the compressive strength shown on the details and shall meet the approval of the Owner.

D. The concrete temperature shall not exceed 90°F when delivered to the job-site or at any time prior to placement in the forms.

E. Type I - Portland Cement: Shall be used from October 1 through May 1 and when the air temperature in the shade and away from artificial heat is above 70°F or less, or as directed by the Owner.

F. Type II - Portland Cement: Shall be used from May 1 through October 1 and when the air temperature in the shade and away from artificial heat is above 70°F, or as directed by the Owner.

G. When approved by the Owner, Hi-Early strength concrete may be used. Approval will be on a case by case basis.

H. Exposed Aggregate: Gravel washed natural mineral aggregate, 1/2 inch minimum and 3/4 inch maximum size, from a single source.

I. Fly Ash: ASTM C618, Class F.

J. Water: Clean, and not detrimental to concrete.

K. Fiber Reinforcement: Synthetic fibers shown to have long-term resistance to deterioration when in contact with alkalis and moisture; 1/2 inch length.

L. Air-Entraining Admixtures: ASTM C260/C260M.


2.05 ACCESSORIES

A. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:
1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.06 CONCRETE MIX DESIGN
   A. The concrete mix used in performing this work shall be DelDOT Class “A” or DelDOT Class “B” depending on the compressive strength shown on the details and shall meet the approval of the Owner.
   B. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
   C. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
      1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
   D. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
   E. Fiber Reinforcement: Add to mix at rate of 1.5 pounds per cubic yard, or as recommended by manufacturer for specific project conditions.
   F. Concrete Properties:
      1. Compressive strength, when tested in accordance with ASTM C39/C39M at 28 days; 3000 psi.
      2. Fly Ash Content: Maximum 25 percent of cementitious materials by weight.
      3. Water-Cement Ratio: Maximum 50 percent by weight.
      4. Total Air Content: 6 percent, determined in accordance with ASTM C173/C173M.
      5. Maximum Slump: 3 inches.

2.07 MIXING
   A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
   B. Verify gradients and elevations of base are correct.

3.02 SUBBASE
   A. Prepare subbase in accordance with Delaware Department of Transportation Highways standards.

3.03 PREPARATION
   A. Moisten base to minimize absorption of water from fresh concrete.
   B. Notify Architect minimum 24 hours prior to commencement of concreting operations.

3.04 FORMING
   A. Place and secure forms to correct location, dimension, profile, and gradient.
   B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
   C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT
   A. Place reinforcement at midheight of slabs-on-grade.
B. Interrupt reinforcement at contraction joints.
C. Place dowels to achieve pavement and curb alignment as detailed.

3.06 COLD AND HOT WEATHER CONCRETING
A. Follow recommendations of ACI 305R when concreting during hot weather.
B. Follow recommendations of ACI 306R when concreting during cold weather.
C. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

3.07 PLACING CONCRETE
A. Place concrete in accordance with Delaware Department of Transportation Highways standards.
B. Do not place concrete when base surface is wet.
C. Place concrete using the slip form technique.
D. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.

3.08 JOINTS
A. Align curb, gutter, and sidewalk joints.
B. Provide scored joints.
   1. At 3 feet intervals.
   2. Between sidewalks and curbs.

3.09 FINISHING
A. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.
B. Curbs and Gutters: Light broom, texture parallel to pavement direction.
C. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.10 REPAIRS
A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
B. Drill test cores, where directed by Owner, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

3.11 TOLERANCES
A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
B. Maximum Variation From True Position: 1/4 inch.

3.12 PROTECTION
A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
B. Do not permit pedestrian traffic over pavement for 7 days minimum after finishing.

END OF SECTION 32 13 13