



Healthcare

Architecture

Design

Planning

**Montefiore Nyack Hospital
160 North Midland Avenue
Nyack, New York 10969**

**Outpatient Diagnostic & Treatment Facility
18 North Highland Avenue Nyack, NY 10960**

PROJECT MANUAL

**Book 1 of 1 – Scope of Work, Bid Documents
and Specifications**

**Project No.: 23035
January 31, 2025**

**Pomarico Design Studio, Architecture PLLC
19 Front Street
Newburgh, NY 12550
845-561-0448**

**Montefiore Nyack Hospital
 Outpatient Diagnostic & Treatment Facility**

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AIA SAMPLE DOCUMENTS:

AIA A101 -	2017 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
AIA A201 -	2007 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
AIA A305 -	CONTRACTORS QUALIFICATION STATEMENT
AIA A401 -	STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR
AIA A701 -	INSTRUCTIONS TO BIDDERS
AIA G702 -	APPLICATION AND CERTIFICATE FOR PAYMENT
AIA G702/G703 -	CHANGE ORDER
AIA G702/G703 -	APPLICATION AND CERTIFICATE FOR PAYMENT
AIA G704 -	CERTIFICATE OF SUBSTANTIAL COMPLETION
AIA G706 -	CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AIA G707 -	CONSENT OF SURETY TO FINAL PAYMENT
AIA G712 -	SHOP DRAWING AND SAMPLE RECORD
AIA G805 -	LIST OF SUBCONTRACTORS

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SPECIFICATIONS:

01 30 00	ADMNISTRAIVE REQUIREMENTS
01 32 00	CONSTRUCTION REQUIREMENTS
01 33 00	SUBMITTAL PROCEDURES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 51 00	TEMPORARY UTILITIES
01 60 00	PRODUCT REQUIREMENTS
01 74 00	CLEANING
01 77 00	CLOSEOUT PROCEDURES
08 06 71	DOOR HARDWARE SCHEDULE
08 11 00	METAL DOORS AND FRAMES
08 71 00	DOOR HARDWARE
09 21 16	GYPSUM BOARD ASSEMBLIES
09 30 00	TILING
09 51 00	ACOUSTICAL CEILINGS
09 90 00	PAINTING AND COATING

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Project Narrative

Montefiore Nyack Hospital is proposing to perform alterations to an existing one-story building located at 18 North Highland Avenue, Nyack. The alteration is approximately 3,807 square feet of space to create a new Outpatient Diagnostic and Treatment Facility. The new space complies with 2014 FGI Guidelines Section 3.3: This section applies to the outpatient diagnostic and treatment facility that is separate from the acute care hospital. This facility is a form of outpatient center that is capable of accommodating a wide array of outpatient diagnostic services and minimally invasive procedures. Facility may specialize in only one of these areas or may provide a mix of services.

This project is being bid out in two phases. The demolition portion of this project has already been completed. This bid package is for the construction phase of the project.

Construction Bid and Project Schedule

The following delineates the anticipated schedule for the bidding process for the project. Montefiore Nyack Hospital reserves the right to amend this schedule as necessary to in their opinion properly manage the Bid process. All amendments to the Bid Schedule will be distributed in writing, via both facsimile and e-mail.

January 31, 2025	Issuance of Bid Documents
February 10, 2025	Bids Due, Submit in sealed envelope by 1:00pm. Submit in Building Connected

Copy via email: john.stanforth@ptscontracting.com

February 17, 2025	Bid review period and notice of award.
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Montefiore Nyack Hospital
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Distribution of Documents

Montefiore Nyack Hospital shall make available for each prospective bidder one complete set of Bid Documents including Drawings, Specifications, Manual, and General Conditions for the Contract & Construction. These documents shall be distributed directly to the bidder via email, for receipt on date as indicated.

Addenda:

The Architect shall issue addenda directly to each Bidder. All addenda shall be issued at no direct cost or deposit to the Bidder. All Addenda shall be issued via email.

Electronic copies of the Bid Form of Proposal in a Microsoft Word format will be made available to the bidders via email, on request.

**Montefiore Nyack Hospital
Outpatient Diagnostic & Treatment Facility**

Project Directory

Montefiore Nyack Hospital
160 North Midland Avenue
Nyack, New York 10960

Facilities Management
Mr. Michael Miksad
845-348-2282
Fax – 845-348-2710

PROFESSIONAL CONSULTANTS

Pomarico Design Studio, Architects
19 Front Street
Newburgh, NY 12550
Phone: 845.561.0448
Fax: 845.561.0446
Architect
Contact: Michael Pomarico

Loring Consulting Engineers
360 West 31st Street, 14th Floor
New York, New York 10001
Phone: 212.563.7400
MEP Engineering
Contact: Rahul Tikekar

Montefiore Nyack Hospital Outpatient Diagnostic & Treatment Facility

Bid Form of Proposal

Bid Submission Date: February 10, 2025
No later than 1:00 PM

Bid Submission Format: Building Connected

Submit copy via email: john.stanforth@ptscontracting.com

Bid Opening Location: Montefiore Nyack Hospital

Other:

General Bid Requirements:

In submitting this Bid, I the undersigned provide the following attachments to the Bid, as outlined and delineated in the Contract Documents, and specifically the Project Manual, Volume 1.1, all Drawings and Specifications Sections, written Narratives and any Addenda. Additionally, it is understood that any Bid submitted without the following attachments completed in full, shall cause the bid to be rejected.

Bidder shall complete the following checklist, and attach the following to the submitted Bid Form:

- Bid Abstract Form.
- Bid Form of Proposal
- General Contractors Breakdown Sheet

Montefiore Nyack Hospital Outpatient Diagnostic & Treatment Facility

Bid Form of Proposal

Dear Sirs,

I the undersigned Bidder hereby declare and represent that I/we:

- Have carefully and completely examined the Project Manual, Specifications, and Contract Drawings prepared by Pomarico Design Studio, Michael A. Pomarico, Architect.
- Have a clear understanding of the Bidding Documents, including, but not limited to the Instructions to Bidders, requirements of the Contract and General Conditions.
- Has not received, relied on, or based the attached Bid on any verbal instruction contrary to the Contract Documents or any formally issued Addenda.
- Visited the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor, hereby proposes to furnish all labor, plant appliances, services, equipment, materials, and to perform all work required for the construction of the above project for the consideration of the following Base Bid amount (excluding any alternates proposed)(Contractor shall complete attached Bid Abstract Form and attach to Bid Form of Proposal.)

CONTRACT AMOUNT

(\$ _____)

LABOR RATE

This bid is based on all contractors and subcontractors being compensated the prevailing rate of wage and supplements (fringe benefits) to all workers under the contract. Contractor(s) must pay the prevailing wage rate set for the locality where the work is performed. This applies to all laborers, workers or mechanics employed under the contract. Contract must conform to the Bureau of Public Work Articles 8 and 9 of New York State Labor Laws.

VALIDITY OF BID

This bid is to hold valid for a period of ninety- (90) days from the above submission date.

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COMPLETION TIME

The undersigned Bidder stipulates hereby that they will commence work on this project on the date they are notified of acceptance of this Bid (A reasonable mobilization period shall be included) and will complete the entire Project **with in** _____ **consecutive** calendar days thereof. Bidder shall attach a milestone schedule outlining proposed defining major construction activities.

Bid Form of Proposal

DISCREPANCIES

The undersigned stipulated hereby that in every case not called to attention of the Architect during the bidding period, where there is a conflict or discrepancy on the drawings, in the Specifications, including this Project Manual, or between the Drawings and Specifications, which involves the choice of one or more methods, materials, size, thickness, procedure, technique, equipment, sequence, etc., and then the Architect in his interpretation of the Drawings and Specifications is free to select the method, material, size, thickness, procedure, technique, equipment, sequence,, etc., which the Architect feels is in the best interest of the Project.

All discrepancies or questions regarding the contract documents during the bidding process shall be submitted to the Architect in the form of REQUEST FOR INFORMATION. RFI's shall be submitted to the Architect in writing, by email to mike@healthcaredesign.com and martin@healthcaredesign.com. The general contractor only shall submit all RFI's; under no circumstances will questions be accepted from sub-contractors, nor shall the Architect, Hospital, or any of their representatives give verbal instruction to the same.

EXECUTION OF CONTRACT

The undersigned stipulates hereby that they have reviewed the proposed Bid Schedule delineated within the Instructions to Bidders, and upon presentation and/or receipt of written notification of acceptance of this bid he will execute a formal Contract within five (5) working days after the receipt thereof. Additionally, the Bidder agrees to execute concurrently and deliver to the Owner, if required, a copy of all Performance and Payment Bonds (if required) as may have been issued by Addenda.

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SPECIAL TERMS

The Contractor must "certify that they are licensed and insured as required to perform the proposed work in the County of Rockland, NY. Failure to do so shall constitute reason for rejection of the bid, and it to be returned to the Bidder. Contractor shall at Hospital's request provide necessary Certificates of Insurance.

The Bidder shall not advertise or publish the fact that he has contracted with the Owner, or display any sign or advertising at the site without the prior written consent of the Owner.

The Bidder consents to the applicable Jurisdiction of the County of Rockland and State of New York for all matters arising out of this order.

AGREEMENT SIGNATURE

Respectfully submitted,

By: _____
(signature)

Firm: _____

Address: _____

Date: _____

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**Bid Form of Proposal
Confirmation of Receipt of Addendum**

ADDENDUM #	ISSUANCE DATE	RECEIVED BY	DATE
1			
2			
3			

Please sign and return to architect.

* Reserved, if needed. This form will be reissued for signatures if further addendum are issued after # 3.

Outpatient Diagnostic & Treatment Facility
18 North Highland Avenue | Nyack, NY 10960

The following represents all work required by the Contract Documents, Project Manual, and Specifications, organized in dollar amounts, by both trade and building for the above referenced project. No alternates or substitutions are represented herein.

Trade	Base Bid	Add Alt. #1		Total
Architectural				
Mechanical				
Electrical				
Plumbing				
Fire Protection				
Other				
Total				Grand Total:

Contractor: _____

Signed: _____ **Date:** _____

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Supplemental Instructions to Bidders

ARTICLE 1 – DEFINITIONS

- 1.1 The Bidding Documents include the document listed in the drawings table of contents, Addenda issued during the bid period and acknowledged in the Bid Form.
- 1.2 Addenda are written or graphic instruments issued by the Architect prior to the opening of bids, which modify or interpret the bidding documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.6 An alternate Bid (or Alternate) is an amount stated in the Bid to be added to or subtracted from the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.

ARTICLE 2 – BIDDER’S REPRESENTATION

- 2.2 The Bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of work before submitting his bid. The Contractor shall be responsible for determining that all of his sub bidders or prospective subcontractors are duly licensed in accordance with law.

ARTICLE 3 – BIDDING DOCUMENTS

- 3.3 Substitutions.
 - 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least five (5) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Architect’s decision of approval or disapproval of a proposed substitution shall be final.
 - 3.4.3 Addenda shall not be issued within a period of twenty four (24) hours prior to the advertised time for the opening bids, excluding Saturday, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the twenty four (24) period prior to the advertised time for the opening of bids, then the opening of bids shall be extended exactly one work day, without the requirement of readvertising.

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Supplemental Instructions to Bidders

ARTICLE 4 – BIDDING PROCEDURE

- 4.1.8 The Contractor shall certify that he is licensed and show his license number on the Bid above his signature or his duly authorized representative.
- 4.2 Bid Security.
 - 4.2.1 No Bid security is required.
- 4.3 Submission of Bids.
 - 4.3.1 Bids shall be submitted electronically and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his bid to the appointed recipients and prior to the announced time for the opening of bids. Later delivery of a bid for any reason shall disqualify the bid.
 - 4.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or an extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be disqualified.
 - 4.3.3 Oral, telephonic or telegraphic bids or modifications to bids are invalid and will not receive consideration.
- 4.4 Modification or Withdrawal of Bid.
 - 4.4.1 A bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and the Bidder so agrees in submitting his bid, except in the event that the Bid contains patently obvious mechanical, clerical or mathematical errors. In which case it may be withdrawn by the Contractor if clear and convincing written evidence of such errors is furnished to the owner and architect within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays”.

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Supplemental Instructions to Bidders

ARTICLE 5 – CONSIDERATION OF BIDS

5.3.1 Any bid shall include no more than three alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Determination of the low bidder shall be on the basis of sum of the base bid and any alternates accepted. However, the Owner shall reserve the right to accept alternates in any order, which does not affect determination of the low bidder.

ARTICLE 6 – POST BID INFORMATION

6.1.1 Within 72 hours after bids are opened, the Contractor will make the following submittals to the Architect. A tentative list of all subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to special design) proposed for principal portions of the work, as well as the proposed superintendent and resume. Also, provide a designation of the work to be performed by the Contractor with his own forces.

6.1.2 The Contractor will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the section of the specifications pertaining to such proposed subcontractors' respective trades.

6.1.3 The Architect will notify the Contractor is the Owner, after due investigation, has reasonable and substantial objection to any person or organization on the Contractor's list of proposed subcontractors. If there are objections the Contractor shall submit alternative subcontractor (s) for their approval.

6.1.4 Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect upon the awarding of a contract must be used on the work for which they were proposed and accepted and shall not be changed except upon the recommendation of the Architect and approved by the Owner in the form of a change order. Any changes on the tentative 72-hour list submitted by the Contractor prior to the awarding of the contract must be requested in writing to the Architect with proper justification. Any change in the tentative list of subcontractors will require recommendation and approval of the Owner must be made in writing.

6.3.5 Additional Submissions.

6.3.5.1.1 A breakdown of the contract into the 16 Divisions of the C.S.I. shall be provided to the Architect. No payments will be made to the Contractor until this is received.

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Supplemental Instructions to Bidders

- 6.3.5.1.2 A copy of applicable state, county, or municipal licenses legally required for General Contractor and subcontractors shall be provided to the Architect. NO payments will be made to the Contractor until this is received.
- 6.3.5.1.3 Federal and state tax identification numbers on General Contractors and subcontractors shall be provided to the Architect

ARTICLE 7 – PERFORMANCE AND PAYMENT BOND

- 7.1 The Contractor shall at the request of Nyack Hospital furnish a performance and payment Bond written by a company licensed to do business in New York, which shall be countersigned by a person who is contracted with the surety company or bond issuer as an agent of the company or issuer, an who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the Contract amount. By issuing such Performance and Payment Bond, the surety acknowledges they are on the current U.S. Department of the Treasury Financial Management Service List of approved bonding companies.

ARTICLE 9 – COMPLETION TIME AND LIQUIDATION DAMAGES

- 9.1 The completion of the contract must be within the time stated on the Proposal Form, subject to such extensions as may be granted under Paragraph 8.3, Delays and Extensions of Time: in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount as stated on the Bid Proposal Form (if applicable). Time is of the essence and completion of the work must be written the time stated in the Bid Form, which is incorporated into this contract.

ARTICLE 10 - BUILDING MATERIAL EXCLUSIONS

- 10.1 All building materials shall be free of asbestos.
- 10.2 All plumbing materials shall be free of lead.
- 10.3 All paints shall be free of lead and meet VOC requirement of the State of New York.
- 10.4 All contractors should use the least hazardous materials on all jobs. Material Safety Data Sheets (MSDS) shall be given to the owner on all materials used.

Montefiore Nyack Hospital Outpatient Diagnostic & Treatment Facility

SUPPLEMENTARY GENERAL CONDITIONS

The supplementary conditions modify, change, delete from or add to the General Conditions of the Contract for Construction AIA Document A201 -2007. When any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or changed by this supplement, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

The article, paragraph, subparagraph or clauses modified or deleted have the same numerical organization as those occurring in the General Conditions.

ARTICLE 1

PROVISIONS

The Contract Documents

(In subsection 1.1.1 delete the third sentence, and add the following sentence.)

"The Contract Documents shall include the bidding documents as listed in the Instruction to Bidders and any modifications made thereto by Addenda."

ARTICLE 2

OWNER

2.2 Information and Services Required of the Owner.

(Add the following sentence to the end of Subsection 2.2.4)

2.2.4 "The Owner shall not be responsible for any explanation or interpretation of the Contract Documents."

(Delete subsection 2.2.5 and add the following new subsection.)

Contractor shall for fee, shall purchase further copies of the bid documents as instructed in the bid documents.

(Add the following section.)

2.2.6 Owner's Right of Partial Occupancy

The Owner shall have the right to use any and all portions of the building that have reached such a stage of completion as to permit occupancy or use provided that such occupancy or use does not hamper the Contractor or prevent his efficient completion of the Contract. Use form provided in the Contract Documents entitled "Beneficial Occupancy".

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ARTICLE 3

CONTRACTOR

3.9 Superintendent

(Add the following)

3.9.2 If, in the opinion of the Owner and the Architect, such superintendent or any of his assistants are either negligent or unqualified to perform their duties, they shall be replaced promptly."

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.6 Arbitration

4.6.7 The parties hereby agree that the locale of the arbitration proceedings shall be in New York and that New York law shall govern all legal issues. The New York state courts shall have sole jurisdiction in any court proceedings.

4.6.8 There shall be full right of discovery in arbitration to the extent permitted by the New York Civil Procedure Code for court suits.

ARTICLE 5

SUBCONTRACTORS

(Completely replace subsection 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. All subcontractors shall be submitted and approved prior to commencement of the work. Any modification to scheduled Subcontractors by the Contractor, post approval by Owner / Architect, shall not entitle the contractor an increase in contract sum or time.

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ARTICLE 7

CHANGES IN THE WORK

7.2 Change Orders

7.2.3 "The cost to the Owner resulting from the change in the work shall be the sum of.

1. Contractor's material and labor cost.
2. Subcontractor's (as defined in Article 5.1.1) material and labor cost.
3. Overhead and Profit.

The credit to the Owner resulting from a change in the work shall be the sum of.

1. Contractor's material and labor cost.
2. Subcontractor's material and labor cost.
3. Credit will not be required for overhead and profit."

7.2.4 The contractor shall include extensions of time if any with the change order request and shall submit substantiation for such extension of time.

7.2.5 Cost of the work for the purpose of change orders shall be costs necessarily incurred in performance of the work and paid by the Contractor, which shall consist of:

1. Wages paid.
2. Cost of all materials and supplies.
3. Cost of necessary machinery and equipment.
4. Cost of applicable taxes, insurance, fringe benefits, unemployment compensation, social security, old age and bond premiums.
5. Any other documents costs.

7.2.6 Cost of the work whether Contractor's Cost or Subcontractor's cost shall not apply the following:

1. Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.
2. Expenses of the Contractor's principal offices, branch offices and field office.
3. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the work.
4. Overhead and general expenses of any kind or the cost of any items not specifically and expressly included above in Cost of the Work.
5. Costs due to the negligence of the Contractor, any Subcontractor, anyone directly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective or nonconforming work, disposal of material and equipment wrongly supplied, or making good any damage to property.

When applicable, as provided by the Agreement, the Cost to the Owner for change orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of material, labor, equipment, overhead and profit.

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ARTICLE 8

8.1.5 "The date of Beneficial Occupancy shall be the date when a certain portion or portions of a project are complete to a point where they can be occupied by the Owner, or the Owners representatives or equipment vendor for the installation of diagnostic or medical imaging systems."

8.2. Progress and Completion

"Time is of the essence and completion of the work must be within the time stated in the Agreement, subject to such extensions as may be granted under section 8.3. The Contractor agrees to commence work not later than fourteen days after the execution of the agreement and to substantially complete the project within the time stated in the Agreement. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. Should the Bid Documents specify Liquidated Damages, The Contractor and his surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturday, Sunday and holidays included) of delay until the Work is substantially complete."

8.3 Delays and Extensions of Time

8.3.1 "Change the words "by change order for such reasonable time as the Architect may determine" to read "as recommended by the Architect, subject to Owner's approval of the change order."

ARTICLE 9

PAYMENTS AND COMPLETION

9.2. Schedule of Values

9.2.2 The Contractor shall submit to the Owner and the Architect a schedule of values prepared as follows:

1. The Schedule of Values Form as submittal shall be on continuation sheet of application certificate for payment, AIA Document G702-G702A.
2. Use the index (table of contents) of the specifications as a basis for format for listing costs of work for sections under Division 1 through 16. Use each section number under each division for subtitles. Each section shall be subdivided into separate line items for the total cost (with overhead and profit) of separate items in sections. Additional line items can be added to the schedule as seen fit by the contractor to describe the work.
3. The total of all items shall equal the total contract Sum."

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9.3 Applications for Payment

"Monthly, the Contractor shall submit to the Architect an itemized Application of Certificate for Payment, notarized, supported by such data substantiating the right to payment as the Owner or the Architect may require. Application shall be submitted on or about the first of each month for the value of labor and materials incorporated in the work and of material suitably stored at the site as of the twenty-fifth day of the proceeding month, less normal retainage as follows:

1. 10% of the Contract Sum.
2. Upon substantial completion retainage shall be lowered to 5%

9.8 Substantial Completion

- 9.8.6 "The lowered retainage shall not be due the Contractor until expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate and invoice for same."

ARTICLE 11

INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

(Delete subsection 11.1.2 and substitute the following)

"The Contractor shall, before commencing any work to be conducted under this Agreement, procure Workmen's Compensation and Employer's Liability Insurance with an insurance company authorized to write such policies of insurance in the State of New York. It shall be the further responsibility of the Contractor to require that all Subcontractors have in full force and effect a policy of Workmen's Compensation and Employer's Liability Insurance before proceeding with any of the work required under this Agreement. The Contractor shall procure and maintain, during the life of this agreement, such public liability and property damage insurance, including the operation of motor vehicles, with limits as hereinafter provided which will cover the Contractor's legal liability arising out of the Work performed by the Contractor and any Subcontractor, and by anyone directly or indirectly employed by either of them for claims for damages for bodily injury, including accidental death, as well as claims for property damages, which may arise from operations under this contract.

- I Insurance coverage specified in the General Conditions (AIA document A201) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

2.1 Workmen's Compensation (Clause 11.1.1.1):

- | | |
|-------------------------|-------------------|
| .1 Applicable State | Standard New York |
| .2 Employer's Liability | \$500,000.00 |

Montefiore Nyack Hospital Outpatient Diagnostic & Treatment Facility

- 2.1.1 Contractor's Liability Insurance including contractual liability: Form of insurance shall be Comprehensive General Liability. Contractor shall furnish a certificate naming Nyack Hospital as an additional insured:
- .1 Bodily injury and Property damage
Combined Single Limit (CSL)- Includes products and completed operations and contractual liability
- | | |
|-----------------|-----------------|
| Each occurrence | 1,000,000 (CSL) |
| Aggregate | 1,000,000 (CSL) |
- .2 Personal Injury
Combined Single Limit (CSL) (Aggregate Limits) - Including products and completed operations and contractual liability
- | | |
|-----------------------|-----------------|
| Each Person Aggregate | 1,000,000 (CSL) |
| General Aggregate | 1,000,000 (CSL) |
- .3 Automobile Liability
Combined Single Limit (CSL) - Owner, non-owned and hired car bodily injury and property damage
- | | |
|--|---------------|
| | 500,000 (CSL) |
|--|---------------|
- .4 Umbrella Policy - The Contractor shall procure and maintain during the life of this agreement an Umbrella Policy in the amount of \$1,000,000 in excess of all other insurance requirements.

Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor naming Nyack Hospital as an additional insured.

- .1 Bodily injury and Property damage
Combined Single Limit (CSL) - includes products and completed operations and contractual liability
- | | |
|-----------------|-----------------|
| Each Occurrence | 1,000,000 (CSL) |
| Aggregate | 1,000,000 (CSL) |
- 11.3 Project Management Protective Liability Insurance
- 11.4 Property Insurance

Montefiore Nyack Hospital Outpatient Diagnostic & Treatment Facility

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 Termination by the Owner for Cause.

14.2.5

"If an agreed sum of liquidated damages has been established, termination by the Owner under this Article will not relieve the Contractor of his obligations under the liquidated damages provisions and the Contractor shall be liable to the Owner for per diem liquidated damages."

ARTICLE 15

EQUAL OPPORTUNITY

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

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

ARTICLE 16

COORDINATING TRADES

16.1 The contract documents are intended to produce a piece of work complete in every respect and the Contractor shall furnish all things necessary to complete the Work within the meaning and intent of said documents. It shall be the responsibility of the Contractor to provide everything necessary to complete the Work.

If installation of conduits, piping and ductwork become a problem, it will be expected that the various Subcontractors with the General Contractor will coordinate their work to complete the installation at no additional cost to the Owner. Attention is called to the priority list for as enumerated here:

1. Sanitary drain and waste
2. Storm drain and sewer
3. Acids Waste
4. Steam supply

Montefiore Nyack Hospital Outpatient Diagnostic & Treatment Facility

5. Heating hot water
6. Chilled water
7. Clinical Gases
8. Air conditioning supply duct
9. Sprinkler system.
10. Natural gas.
11. Domestic hot water
12. Domestic cold water
13. Electric conduit

16.2 It will be the responsibility of the Contractor and all Subcontractors to review all Architectural, structural, mechanical, electrical and equipment vendor installation drawings and call discrepancies in coordination to the attention of the Architect for addendum items. After the contract is signed, it will be the responsibility of the Contractor and all Subcontractors to provide necessary rough in and connection, mechanical and electrical, to all items and equipment necessary to place this unit or equipment in complete operating condition. If item is shown on any one segment (architectural, structural, mechanical or electrical), it shall be considered as being required by all and will be provided with all utility hook-up at no additional cost to the Owner, unless specifically noted otherwise.

16.3 Plans will generally be complete with regard to pipe chases and furred areas. If additional furring is required, this should be called to the attention of the Architect for an addendum. After the contract is signed it will be the responsibility of the Contractor to provide all pipe chases, increases in wall dimension and other furring necessary to complete the project with required finishes at no additional cost to the Owner. No exposed piping or conduit will be permitted.

ARTICLE 17

DOCUMENT INTENT

17.1 The Contract Documents are intended to produce a piece of work complete in every respect and the Contractor shall furnish all things necessary to complete the work within the meaning and intent of the said documents. It shall be the responsibility of the Contractor to provide everything necessary to complete the Work as enumerated in these Supplementary Conditions.

ARTICLE 18

OPEN WALL AND CEILING INSPECTION

18.1 No finish material or construction will be issued on walls, partitions and ceilings until a representative of the Architect in the presence of the General Contractor and his Subcontractors make an open wall inspection of all plumbing piping, fixtures, supports, electrical conduit wall bracing, duct work and support, etc. Contractor will notify Architect forty-eight (48) hours prior to requested inspection.

 **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)

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

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.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

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:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

§ 5.1.7 Retainage

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

_____ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

- 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:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

DRAFT AIA[®] Document A201[™] - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«AIA TEMPLATES FOR BID»

« »

THE OWNER:

(Name, legal status and address)

« »« »

« »

THE ARCHITECT:

(Name, legal status and address)

« »« »

« »

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
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- 3 CONTRACTOR
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ADDITIONS AND DELETIONS:

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

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

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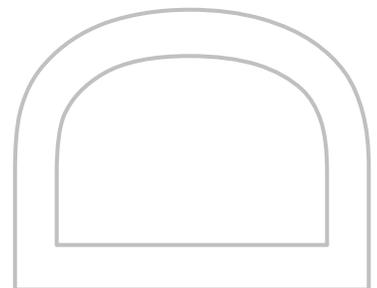
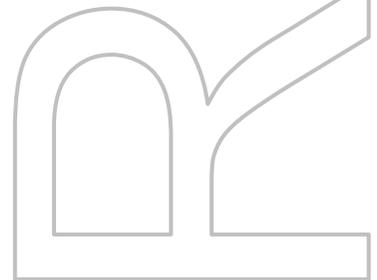
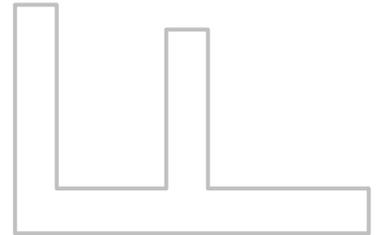
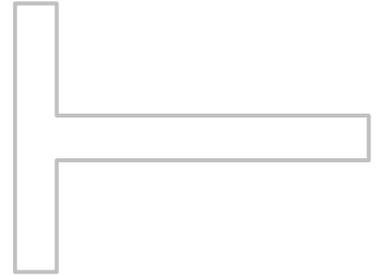
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

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

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The 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 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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

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.

§ 3.6 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 21 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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

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

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

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

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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.

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

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect 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 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 subcontractors of a separate contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

§ 5.4.3 Upon such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

- .1 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 7.3.7.

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

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 material and equipment 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 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, except as may otherwise be required by law.

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

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

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

§ 9.7 FAILURE OF PAYMENT

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' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not 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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

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

§ 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

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

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

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

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to 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 such assignment.

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

§ 15.1.5.2 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.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.



DRAFT AIA® Document A305™ - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT: (if applicable) «AIA TEMPLATES FOR BID»

TYPE OF WORK: (file separate form for each Classification of Work)

General Construction

HVAC

Electrical

Plumbing

Other: (Specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

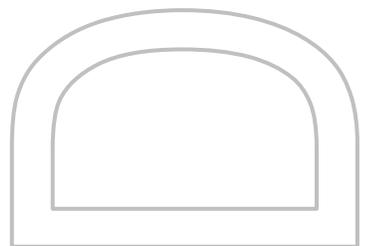
§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



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§ 1.3.4 Vice-president's name(s)

<< >>

§ 1.3.5 Secretary's name: << >>

§ 1.3.6 Treasurer's name: << >>

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: << >>

§ 1.4.2 Type of partnership (if applicable): << >>

§ 1.4.3 Name(s) of general partner(s)

<< >>

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: << >>

§ 1.5.2 Name of owner:

<< >>

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

<< >>

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

<< >>

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

<< >>

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

<< >>

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

<< >>

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

<< >>

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

<< >>

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

<< >>

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

<< >>

§ 3.4.1 State total worth of work in progress and under contract:

<< >>

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

<< >>

§ 3.5.1 State average annual amount of construction work performed during the past five years:

<< >>

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

<< >>

§ 4. REFERENCES

§ 4.1 Trade References:

<< >>

§ 4.2 Bank References:

<< >>

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

<< >>

§ 4.3.2 Name and address of agent:

<< >>

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

« »

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

« »

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

« »

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

« »

§ 6. SIGNATURE

§ 6.1 Dated at this « » day of « » « »

Name of Organization: « »

By: « »

Title: « »

§ 6.2

« »

M « » being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this « » day of « » « »

Notary Public: « »

My Commission Expires: « »

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

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

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

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

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

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

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

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

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

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

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

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

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

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

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

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

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

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

 **AIA** Document A401™ – 2017

Standard Form of Agreement Between Contractor and Subcontractor

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

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

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

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated:

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

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

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

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

The Contractor and the Subcontractor agree as follows.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference.

TABLE OF ARTICLES

1	THE SUBCONTRACT DOCUMENTS
2	MUTUAL RIGHTS AND RESPONSIBILITIES
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8	THE WORK OF THIS SUBCONTRACT
9	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
10	SUBCONTRACT SUM
11	PAYMENTS
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15	ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract 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 Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor 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, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor 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 Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB),

encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, 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 4.4.3 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.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

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

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

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, 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 attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or

type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time

by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 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 this Subcontract 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 6.1.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 6.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Contractor and Subcontractor 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.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, 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 this Agreement. The arbitration should 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 Subcontract, 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.

§ 6.3.2 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.

§ 6.3.3 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.

§ 6.3.4 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.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 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).

§ 6.3.5.2 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 a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

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

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

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

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Contractor.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)

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

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Subcontractor's Work.

By the following date:

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.

(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work	Substantial Completion
-----------------	------------------------

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

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

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
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§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:

(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 10.4 Allowances, if any, included in the Subcontract Sum:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

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

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the _____ day of a month, the Contractor shall include the Subcontractor’s Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor’s application for payment is received by the Contractor after the application date fixed above, the Subcontractor’s Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor’s first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor’s Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor’s Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor’s Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Subcontract Sum properly allocable to completed Work:
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered

Init.

and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and

- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

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

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts 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.)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and 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 of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such

payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

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

(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance

Limits

Other Pertinent Requirements

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

§ 12.1.4 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of

the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of 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 time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

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

§ 12.1.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and 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) 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.

§ 12.1.7 **Notice of Cancellation or Change in Coverage.** Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 **Subcontractor's Required Performance Bond and Payment Bond**

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

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

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

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 **Contractor's Insurance and Bond Obligations**

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 **Property Insurance**

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the 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 provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which 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 property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

(Name, address, email address and other information)

§ 14.3 The Subcontractor's representative:

(Name, address, email address and other information)

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract 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 notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims 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.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, 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.)*

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

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract 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 Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 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.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto, attached as Exhibit A;
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

CONTRACTOR *(Signature)*

(Printed name and title)

SUBCONTRACTOR *(Signature)*

(Printed name and title)

Sample

DRAFT AIA[®] Document A701[™] - 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

«AIA TEMPLATES FOR BID»

« »

THE OWNER:

(Name, legal status and address)

« »« »

« »

THE ARCHITECT:

(Name, legal status and address)

« »« »

« »

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 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

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

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

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

DRAFT AIA[®] Document G701[™] - 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: <input type="checkbox"/>
	DATE:	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATE:	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

_____ ARCHITECT (Firm name)	_____ CONTRACTOR (Firm name)	_____ OWNER (Firm name)
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS
_____ BY (Signature)	_____ BY (Signature)	_____ BY (Signature)
_____ (Typed name)	_____ (Typed name)	_____ (Typed name)
_____ DATE	_____ DATE	_____ DATE

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO: CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: / /	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>

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)= \$0.00	
b. 0 % of Stored Material (Column F on G703: \$0.00)= \$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

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

CONTRACTOR: _____ Date: _____

By: _____ Date: _____

State of: _____
County of: _____

Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$0.00

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

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

DRAFT AIA[®] Document G704[™] - 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

DRAFT AIA[®] Document G706[™] - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*

BY: _____

(Signature of authorized representative)

(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT
NUMBER:

CONTRACT FOR: General
Construction

CONTRACT DATED:

TO OWNER: *(Name and address)*

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

DRAFT AIA[®] Document G707[™] - 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR: General Construction

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

DRAFT AIA® Document G712™ - 1972

Shop Drawing and Sample Record

PROJECT:

ARCHITECT PROJECT NO.:

CONTRACTOR:

	DATE REC'D.	SPEC SECTION # SHOP DWG. OR SAMPLE #	TITLE	CONTRACTOR SUBCONTRACTOR TRADE	# REC'D.	REFERRED				ACTION				DATE RET'D.	COPIES TO			
						TO	DATE SENT	# COPIES	DATE RET'D.	APPROVED	APPROVED AS NOTED	REVISE & RESUBMIT	NOT APP'D		CONTRACTOR	OWNER	FIELD	FILE
1																		
2																		
3																		
1																		
2																		
3																		
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SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress meetings.
- B. Construction progress schedule.
- C. Coordination drawings.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.2 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions: Dates for applications for payment.
- B. Document 00 7200 - General Conditions: Duties of the Construction Manager.
- C. Document 00 7300 - Supplementary Conditions: Duties of the Construction Manager.
- D. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 7800 - Closeout Submittals: Project record documents.

1.3 PROJECT COORDINATION

- A. Project Coordinators: Construction Manager and Hospital representative.
- B. Cooperate with the Project Coordinators in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinators.
- D. Comply with Project Coordinator's procedures for intro-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinators for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinators.
- G. Make the following types of submittals to Architect through the Project Coordinators:
 - 1. Requests for interpretation.
 - 2. Request for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to Work.
- E. Construction Manager to 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.

3.2 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.

3.3 COORDINATION DRAWINGS

- A. Review drawings prior to submission to Architect. Drawings must bear Construction Manager's stamp and comments.

3.4 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 7800 - Closeout Submittals.

3.5 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.

3.6 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.7 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
 3. Digital submissions are an approved alternative.
- B. Documents for Information: Submit two copies.
- C. 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.

3.8 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to Architect at business address.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 10 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.

END OF SECTION 01 30 00.

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. General Contract Provisions and Sections of this Division 1 apply to work of this Section.

1.02 DESCRIPTION:

- A. This Section pertains to the provisions for construction scheduling and phasing required for the complete duration of the Project.

1.03 BASIC REQUIREMENTS:

- A. Time is of the essence in the performance of this Contract in that the efficient and continuous operation of the Owner's facilities is mandatory.
- B. The Contractor shall perform actual construction work required by this Contract in accordance with the Construction Schedule in such a manner as to not interfere with or delay the Work required.

1.04 SUBMITTALS:

- A. The Contractor shall submit a bar graph schedule for the new construction work, showing the major elements of the Work, within fifteen (15) calendar days after the Notice to Proceed.
- B. Each month after initial approval of Construction Schedule, submit updated schedules as required, accurately depicting progress to first day of each month. Update schedules shall be submitted with monthly requests for payment as required.

1.05 CONSTRUCTION SCHEDULING:

- A. It is the intent that all operating systems such as heating, ventilating, electric power and lighting shall be maintained in operating condition adequate to serve the needs of the existing building during alterations and construction of the new work. Prior to the start of work on any of these systems, the Contractor shall consult with the Owner to establish a mutually satisfactory schedule for cutover, cutoff, and other changes in operation of the system. When established, such schedules shall be adhered to, except as mutually adjusted by the Contractor and the Owner.
- B. All shutdowns of utilities and drilling operations of all types shall be scheduled with Owner at least seven (7) days in advance.
- C. For any areas required to be vacated by Owner for the Work to be performed under this Contract, Contractor shall submit a notification no less than seven (7) days prior to the time such areas area required for construction operations. The notifications shall indicate the length of time the area will be unavailable for the Owner's use, and the work shall not proceed until the Owner approves the proposed length of time.

END OF SECTION 01 32 00

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

General Contract Provisions and Sections of this Division 1 apply to work of this Section.

1.02 REQUIREMENTS:

A. Substitutions:

1. The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Substitutions will be considered for all materials/products in project if a request is submitted to the Architect and Owner for prior approval which establishes proposed substitution is a true equal to specified material/product. Prior approvals must be obtained prior to contract award and must be itemized in said contract. Substitutions which do not comply with the aforementioned requirements will be rejected at contractor's expense.
2. Each such request shall include:
 - a) The name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including Drawings, cuts, performance and test data and any other information necessary for an evaluation.
 - b) A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer.
3. The Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Architect approves any proposed substitution, such approval will be set forth in writing. Redesign will be allowed only with Architect's written approval.
4. If any of the following conditions occur due to substitutions, the Contractor making the substitutions shall bear the cost of such conditions, including payment for services rendered by the Architect.

B. Schedule of Submittals:

1. Contractor shall make it a requirement of all subcontractors that within ten (10) days after notice from the Contractor to the subcontractor to proceed with work, subcontractor shall submit a complete schedule for submission of shop drawings and other submittals as stipulated on the Contractor Documents and as required for execution of all work.
2. Such schedule shall indicate dates when submittals will be given to Contractor for checking and forwarding to Architect and/or Engineers for their action.

3. Contractor shall be responsible for strict adherence to schedule unless written notice is given to Architect and Owner of request for variance from schedule and accepted.
 4. Submittals shall be submitted by Contractor each with transmittal letter. Submittals shall make reference to the project name and applicable Drawing number and Project Specifications Section number to which it applies. The Contractor shall check submittals for accuracy, completeness, dimensions, clearances, connections, accessibility, servicing, maintenance and compliance with the Contract Document requirements, including all changes by Addenda, Change Orders, and/or other trades involved and the coordinated Drawings of related trades assembled into groups before submission. Verify all field measurements and conditions prior to submission. The Architect will not review submittals which do not comply with these requirements.
- A. Each Submittal shall be certified by the Contractor with the following stamp (or similar technique) which shall be provided by the Contractor.
- "I confirm that the Contract Document requirements have been met and all dimensions, conditions and quantities are verified as shown and/or corrected on this submittal; that the submittal is in sufficient detail to serve their intended purpose and the assembly(ies) as compiled represent a complete and operational configuration; that the submittal will not cause conflict with other trades; and that all previous applicable changes made in the Project by Change Orders or other directives have been properly shown on each submittal affected".
- D. Deviations from Contract Documents shall be clearly marked in a conspicuous manner,
indicated component and system variations, additions and deletions, revised equipment locations, construction detail variations, substitutions and similar changes or deviations from the contract documents which are not brought to the attention of the Architect in this manner shall be the sole responsibility of the Contractor even though such submittal has been accepted.
- E. Timing: Submittals shall be in an orderly sequence in accordance with the schedule of submittals and shall be "sufficiently" in advance of construction requirements to allow "ample" time for checking, resubmitting and rechecking until accepted. The Architect will check submissions with reasonable promptness, but not less than ten (10) working days shall be allowed for review of any one submission from actual date submission is received at the Architect's office. Submittals which are not approved and are returned for resubmission shall be resubmitted within ten (10) days of receipt of disapproved Shop Drawings.
- F. Architect's review shall not be construed as a complete check, BUT WILL INDICATE ONLY THAT THE GENERAL METHOD OF CONSTRUCTION and detailing is satisfactory and that errors and discrepancies observed when reviewed have been noted.
- G. Acceptance of a separate item shall not be interpreted as acceptance of assembly in which the item functions. The right is reserved by the Architect to require submission of detail, shop erection or setting drawings and of any schedules for any part of the Work, whether or not specifically mentioned in Specifications Sections where substitutions or

modifications are proposed by the Contractor or where such information is essential to proper assembly, coordination or execution of the Work under the Contract.

1.03 SHOP DRAWINGS:

- A. General: Shop drawings submissions for architectural structural, mechanical and electrical work shall be submitted in a portable document format (PDF). After the architect's review, the PDF will be returned to the Contractor with the Architect's review comments and corrections. If, in the event the first submission is rejected, all resubmissions shall be repeated as above until the submission is acceptable. Additional documents, and file types shall be submitted for ductwork and piping work and of the sprinkler, plumbing and steam fitting trades as the contractor may require for coordination of the work of these trades.
- B. The term "BY OTHERS" shall not be used on shop drawings. If referring to the Owner, or another Contractor is necessary for clarity, the name or function of individual, firm or organization that is to furnish or install related items shall be stated.
- C. Contractor's Responsibilities: The Architect's review and acceptance shall not relieve the Contractor from responsibility for error in shop drawings or for proper coordination and assembly of materials and equipment with other work; nor from the responsibility of furnishing materials and labor not indicated on the shop drawings but required by the Contract Documents for completion of the Work.
- D. Shop drawings submittals for mechanical and electrical work shall show dimensions, operating and maintenance clearances and engineering data to indicate compliance with Contract Documents. Each piece of equipment shall be identified on Drawings. Shop drawings shall not be reproductions of Architect's and/or Engineer's Contract Drawings, but drawings prepared at a scale large enough to be clearly read and interpreted. Layout shall show clearances of piping, ducts, etc. in relation to elements of the projects.
- E. Shop drawings submittals for all trades can be made via digital means as specified in Section 01 30 00.

1.04 TEST REPORTS, PRODUCT DATA AND SAMPLES:

- A. Catalog cuts, brochures, performance charts, test reports, diagrams, specifications, and other standard printed or published data, shall be issued in a portable document format (PDF). Submittals shall show scaled details sizes, dimensions, performance characteristics, capacities, wiring diagrams and controls, and other pertinent information. Upon receipt, the Architect and Engineering team will mark corrections, stamp copies, and return to the Contractor. If re-submittal is necessary, repeat process until acceptance has been obtained.
- B. Samples: Physical examples to illustrate actual materials, equipment or workmanship, ranges of color and pattern, and to establish standards, quality or grade by which completed Work is judged and shall be sufficient size to clearly illustrate the materials. Each example shall have a label indicating the materials. Each example shall have a label indicating the material is intended. The transmittal from may be submitted separately. Each transmittal shall list each sample by name, installer, and location in the Project.

1. Submit samples in triplicate (3) unless otherwise indicated.
 2. Samples shall only be reviewed by the Architect for color design, grain, pattern, texture, or other similar visual factors. Compliance with other requirements is the exclusive responsibility of the Contractor.
 3. The completed Work shall match, or be within the range of the samples in all respects.
- C. After a sample is accepted, no additional sample of the material will be considered and no change in brand or make will be permitted except in those cases where it can be proven that the delivery cannot be made of material previously accepted. The Contractor shall furnish such proof, as the Architect may require, to support requests for proposed substitutions. Failure of any material to pass testing will be sufficient cause for refusal to consider, under this Contract, any further samples of the same brand or make of that material.
- D. Test samples, as the architect may deem necessary, will be procured from the various materials or equipment delivered by the Contractor for use in the Work. If any of these samples fail to meet the Specification requirements, previous acceptance of the materials or equipment will be withdrawn and such materials or equipment shall be subject to the removal and replacement with material and equipment meeting these specifications. The costs of the test will be borne by the Owner except where specified otherwise in the Project Specifications.
- E. Manufacturer's Data for equipment shall include materials, type, performance characteristics, voltage, phase, capacity, and similar data. Provide wiring diagrams when applicable. Submittals indicating catalog, model, and serial numbers representing specified equipment will be assumed to comply with the contract Documents in all respects.
- F. Test Reports, Product Data and Sample submittals for all trades can be made via digital means as specified in Section 01 30 00.

1.05 ARCHITECTS REVIEW REQUIREMENTS

- A. After Architect's review, each submission will be returned to the Contractor stamped:
1. No exceptions taken.
 - a. No corrections or resubmission is required and fabrication may proceed.
 2. Exceptions as noted.
 - a. If contractor complies with noted corrections, fabrication may proceed. Submit corrected prints for final review.
 - b. If for any reason the contractor cannot comply with the noted corrections, fabrication shall not proceed and the contractor shall re-submit.
 3. Revise and resubmit.

- a. Contractor shall review, correct and re-submit for review. Fabrication may not proceed.
- 4. Rejected.
 - a. Contractor shall review comments and re-submit. Fabrication may not proceed.

END OF SECTION 01 33 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. General contract provisions and Sections of this Division 1 apply to work of this Section.

1.02 DESCRIPTION:

- A. This Section pertains to the provisions, maintaining, and removal of the temporary construction and facilities and similar related work.

1.03 TEMPORARY HOISTWAYS, SCAFFOLDS AND LADDERS:

- A. Furnish and securely set scaffolding required for all work. All scaffolding shall be good, sound materials, of adequate dimensions for its intended use and substantially braced and tied absolute safely for those required to use it.
- B. Provide all temporary ladders required for the Work. Ladders shall comply with all Labor Law requirements.

1.04 TEMPORARY PARTITIONS:

- A. Provide temporary dust-tight partitions or barricades as directed, to enclose portions of the building where existing work is to be removed. Enclosures shall be installed around all cutting operations such as floors, walls, or ceilings to prevent dust from spreading. Where holes are cut in ceiling or roof, the underside shall be dustproofed to catch and debris and dust which may result from these operations and to protect personnel from damage or injuries.
- B. Temporary dust-tight partitions shall be substantially constructed to Owner's satisfaction. Joints in the partitions, including joints at walls, floor and ceiling, shall be sealed dustproof with 1 1/2" wide pressure sensitive tape. Provide dust-tight doors of similar construction where necessary, including hinges and a first quality padlock and hasp on each door.
- C. Temporary partitions shall be relocated as necessitate by the Work and shall be removed only when directed by the Owner. Patch and repair any damage resulting from temporary work.

1.05 POSTERS AND SIGNS ON SHEDS OR BUILDINGS:

- A. No poster, advertising billboard or signs of any nature shall be placed on any part of any post, fence, bridge, railings, shed, existing and new building or structures of any kind about the premises, except such as may be necessary in connection with the Work under this Contract to identify the Contractor and his work, and approved by the hospital.

1.06 "NO-SMOKING" SIGNS:

- A. Signs with the words "No Smoking" painted or stenciled thereon, with letters 2 inches high, shall be furnished and hung in conspicuous places as directed, and kept in position until the completion of all work. No less than four (4) shall be provided.

1.07 EXITWAYS:

- A. Maintain all exits as required by prevailing codes throughout the construction period.

1.08 TEMPORARY IDENTIFICATION CARD AND USE OF HOSPITAL FACILITIES:

- A. Hospital will issue each workman a temporary identification card which is to be worn at all times. Workmen are to confine their presence to areas of construction and approved arteries to such areas only.
- B. On-site parking for use of the Contractor, his Contractors and subcontractors may be available but only where and as authorized by the Hospital. Use of other hospital facilities shall be fully coordinated with the hospital. Use of authorized facilities of any type or kind is strictly forbidden.

1.09 REMOVAL OF RUBBISH:

- A. The Contractor shall be responsible at all times to keep the building, premises and surroundings walks and streets clean and free from rubbish and discarded or surplus materials; and shall provide suitable receptacles of adequate size and number, in handy locations about the premises to receive his own rubbish and discarded or surplus materials and also that of his various Contractors, and shall direct his Contractors, to deposit their rubbish and surplus materials in the receptacles provided for this purposes, or in orderly piles of locations as he may designate; also he shall provide all labor required to remove said rubbish and discarded or surplus materials from the various floors and yards, and shall cart it from the premises. (1)
- B. Should the Contractor fail to keep the building, premises and surrounding roadways and walks shovel clean and free from rubbish at all times, then the Owner shall employ such parties as he pleases, in the open market, to remove the rubbish and shall withhold from any payment due the Contractor such sums as may be required to pay for the removal of the rubbish or materials, and such sums shall be deducted from the amount of the Contract.

END OF SECTION 01 50 00

**SECTION 01 51 00
TEMPORARY UTILITIES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

1.2 TEMPORARY ELECTRICITY

- A. Cost: By Hospital.
- B. Provide power service required from utility source to be determined as provided by Hospital.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- D. Provide main service disconnect and over-current protection at convenient location and meter.
- E. Permanent convenience receptacles may be utilized during construction.
- F. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft .
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.

1.4 TEMPORARY HEATING

- A. Cost of Energy: By Hospital.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.5 TEMPORARY COOLING

- A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.6 TEMPORARY VENTILATION

- A. Existing ventilation equipment may not be used, provide temporary fans & ventilation devices with pre-filters.

1.7 TEMPORARY WATER SERVICE

- A. Cost of Water Used: Provided by Hospital, point of connection to be determined.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 51 00.

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 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. DO NOT USE products having any of the following characteristics:
- C. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
 - 3. Have a published GreenScreen Chemical Hazard Analysis.

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.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:

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

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00.

SECTION 01 74 00 – CLEANING AND WASTE MANAGEMENT

PART 1 - CLEANING

1.01 RELATED DOCUMENTS:

- A. General Contract Provisions and Sections of this Division 1 apply to work of this Section.

1.02 DESCRIPTION:

- A. This Section pertains to keeping the Premises free from accumulation of waste materials, rubbish and other debris, and for final cleaning both during progress of work and a completion of the project.
- B. Specific cleaning and cleaning up requirements for particular trades or work is specified under respective Sections pertaining to that trade or work and should be executed under that Section. It is to be clearly understood that the entire project, inside and out, shall be thoroughly cleaned and polished, as required, prior to acceptance by Owner.

1.03 GENERAL:

- A. Inspections: Conduct daily inspections, and more often if necessary, to verify that cleanliness requirements are being met.
- B. Pollution Control: Clean-up and disposal operations shall comply with all local ordinances and anti-pollution laws and regulations. Burning or burying of rubbish and waste materials on the job site is not permitted.
- C. Fire Protection: Volatile (flammable and combustible) waste materials shall be stored in covered metal containers, and removed from premises daily.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. Only cleaning materials recommended by manufacturer of surface to be cleaned shall be used and shall be limited to those specific surfaces. Verify that cleaning materials and equipment are compatible with the surface to be cleaned.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. General: Perform or oversee cleaning operations and ensure that building and grounds are maintained free from accumulations of waste materials, rubbish and other debris resulting from construction operations at reasonable intervals. At no time shall accumulations be allowed to become an unsightly or hazardous condition. General cleaning operations shall be "broom clean" on an as-needed basis.

- B. All materials accumulated as waste materials, rubbish, and debris shall become the property of the Contractor and shall be removed from the job site and legally disposed of by him.
- C. Handling of waste materials shall be in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights without protective barricades, warning signs or devices, and sentries posted at strategic locations such as to forewarn workmen and other persons as to possible danger.
- D. Schedule cleaning operations so that dust and other contaminant resulting from the cleaning process will not fall on wet, newly painted surfaces or otherwise damage freshly placed materials.
- E. Preparatory cleaning prior to installation of succeeding materials shall be to the extent recommended by the manufacturer of the succeeding materials.
- F. Graffiti, including any evidence thereof, shall be promptly removed.

3.02 FINAL CLEANING:

- A. General: At completion of construction and just prior to acceptance or occupancy, all exposed interior and exterior surfaces shall be inspected and cleaned by approved methods by experienced workmen or professional cleaners. Cleaning shall consist of, but not be limited to, cleaning and polishing and replacement of any broken glass; removing stains, spots, marks, dirt, labels, grease, fingerprints, and other foreign materials from all finished surfaces; cleaning hardware; removing paint spots and smears from all surfaces; cleaning fixtures and equipment; washing all concrete, resilient tile, quarry tile and ceramic tile; and cleaning all metal windows, doors and trim. Avoid scratching metal and other similar finished surfaces by using approved solvents prepared for that purpose. Maintain cleaning until acceptance by Owner.

END OF SECTION 01 74 00

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. General Contract Provisions and Sections of this Division 1 apply to work of this Section.

1.02 GENERAL:

- A. Prior to issuance of final payment the Contractor shall have submitted, in acceptable form, all items and documents specified by the Contract Documents including, but not limited to, construction photographs, project operating and maintenance manuals, as built (record) drawings, release of liens, completed punch lists.

1.03 PROJECT RECORD DOCUMENTS:

- A. As-built Drawings. See Section 01 30 00 - "Administrative Requirements".

1.04 OPERATING AND MAINTENANCE DATA:

- A. Project Operating and Maintenance Manual: 30-days prior to the request for the substantial Completion Inspection, Contractor shall submit to the Architect one review copy of the Project Operating and Maintenance Manual. Manual shall consist of plastic covered, 3-ring, loose-leaf binder with a project name lettered on the front. All sheets shall be 8-1/2" x 11"; where larger sheets must be used, sheets shall be neatly folded to 8-1/2" x 11", and used a pullout. Obtain the approval of the Mechanical and Electrical Engineers of Record prior to submission.

1. Each copy of the manual shall include:
 - a. Name, address, and trade of all Contractors, subcontractors, manufacturers, and suppliers who participated in the construction of furnished materials and equipment.
 - b. Complete maintenance instructions, name, address, telephone number of installing Contractor and/or subcontractor and manufacturer's local representative for each piece of operative equipment.
 - c. Catalog data on all plumbing fixtures, valves, water heaters, heating equipment, temperature controls, fans, electrical panels, service entrance equipment, light fixtures, and similar equipment and systems. Manufacturer's advertising or promotional literature will not be acceptable.
 - d. Manufacturer's name, model number, service manual, spare parts lists, and descriptive literature for all components.
 - e. Preventive maintenance instructions and schedules for all major equipment.

- f. Listing of most likely breakdowns and repairs.
 - g. Instructions for starting and operating the actual system as installed.
 - h. Detailed and simplified type, one line, color coded flow and wiring diagram.
 - i. Field test reports.
- 2. After Architect's review, supply three (3) copies of manual to the Owner's Design and Engineer Department and Two (2) copies to the Architect. Supply two (2) sepia copies of all sheets larger than 8-1/2" x 11"; one (1) copy to be included in the Manual and one (1) copy to Owner for his future use. Manual shall include a detailed referenced index.
 - 3. Manual shall be received by the Owner prior to final payment being rendered to the Contractor.

1.05 MECHANICAL AND ELECTRICAL SYSTEMS DEMONSTRATORS:

- A. Instructions of Owner's Personnel: Refer to Sections for Mechanical and Electrical Work.

END OF SECTION 01770

SECTION 080671 – DOOR HARDWARE SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section references specification sections relating to commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Sliding Doors.
 - 3. Other doors to the extent indicated.
- B. Commercial door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical and access control door hardware.
 - 3. Electromechanical and access control door hardware power supplies, back-ups and surge protection.
 - 4. Automatic operators.
 - 5. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section “Door Hardware”.
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. State Building Codes, Local Amendments.
- E. Standards: Reference Related Sections for requirements regarding compliance with applicable industry standards.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.
- D. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service

representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.

- F. Warranties and Maintenance: Special warranties and maintenance agreements specified in the Related Sections.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.5 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

1.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. Refer to "PART 3 – EXECUTION" for required specification sections.

PART 3 - EXECUTION

3.1 DOOR HARDWARE SETS

- A. The door hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a

hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

1. Quantities listed are for each pair of doors, or for each single door.
 2. The supplier is responsible for handing and sizing all products.
 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
 4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.
- B. Products listed in the hardware sets shall be supplied by and in accordance with the requirements described in the specification section as noted for each item.
1. Section 08 71 00 – Door Hardware.
- C. Manufacturer’s Abbreviations:
1. MK - McKinney
 2. PE - Pemko
 3. OT - Other
 4. RU - Corbin Russwin
 5. RS - RITE Slide
 6. AL - Alarm Lock Systems
 7. HS - HES
 8. RF - Rixson
 9. NO - Norton
 10. RO - Rockwood
 11. SU - Securitron

Hardware Sets

Set: 1.0

Doors: 101

3 Hinge, Full Mortise	TA2714	US26D	MK	087100
1 Classroom Lock	CLX3355 NZD CT6R	626C	RU	087100
1 Interchangeable Core	CR8000- L4	626	RU	087100
1 Surface Closer	PR7500 / R7500	689	NO	087100
1 Mop Plate	K1050 8" CSK BEV	US32D	RO	087100

1 Kick Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Wall Stop	400	US26D	RO	087100
1 Gasketing	S88 LAR		PE	087100

Set: 2.0

3 Hinge, Full Mortise	TA2714	US26D	MK	087100
1 Entrance Lock	CLX3351 NZD CT6R	626C	RU	087100
1 Interchangeable Core	CR8000- L4	626	RU	087100
1 Mop Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Kick Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Wall Stop	403	US26D	RO	087100
1 Gasketing	S88 LAR		PE	087100

Set: 3.0

Doors: 115, 119, 121, 123

3 Hinge (heavy weight)	T4A3786	US26D	MK	087100
1 Push Button Combo Lock	DL2700 IC / 26D - C	US26D	AL	
1 Interchangeable Core	CR8000- L4	626	RU	087100
1 Surface Closer	PR7500 / R7500	689	NO	087100
1 Mop Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Kick Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Wall Stop	403	US26D	RO	087100

Set: 4.0

Doors: C03

3 Hinge, Full Mortise	TA2714	US26D	MK	087100
1 Storeroom Lock	CLX3357 NZD M21 CT6R	626C	RU	087100
1 Interchangeable Core	CR8000- L4	626	RU	087100
1 Surface Closer	PR7500 / R7500	689	NO	087100
1 Mop Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Kick Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Wall Stop	400	US26D	RO	087100
1 Gasketing	S88 LAR		PE	087100

Set: 5.0

3 Hinge, Full Mortise	TA2714	US26D	MK	087100
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1 Privacy Lock	ML2030 NSA V20	626C	RU	087100
1 Mop Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Kick Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Wall Stop	403	US26D	RO	087100

Set: 6.0

Doors: 102, 104

1 Pivot	EP-5J	US26D	MK	087100
1 Privacy Lock	ML2030 NSA V20	626C	RU	087100
1 Mop Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Kick Plate	K1050 8" CSK BEV	US32D	RO	087100
2 Astragal	A372P 84"		PE	087100
1 Combination Stop/Strike	CSS-9x JD" x -OH	US26D	MK	087100

Set: 7.0

Doors: 112, 113, 114

3 Hinge (heavy weight)	T4A3786	US26D	MK	087100
1 Passage Latch	CLX3310 NZD	626C	RU	087100
2 Mop Plate	K1050 8" CSK BEV	US32D	RO	087100
1 Wall Stop	400	US26D	RO	087100
1 Gasketing	S88 LAR		PE	087100

Set: 97.0

Doors: 118

1 Entrance Lock	CLX3351 NZD CT6R	626C	RU	087100
1 Interchangeable Core	CR8000- L4	626	RU	087100

Notes: ALL HARDWARE IS EXISTING TO REMAIN
 Replace lockset only to desired function if not already present.

Set: 98.0

Doors: 116, 122

1 Push Button Combo Lock	DL2700 IC / 26D - C	US26D	AL	
1 Interchangeable Core	CR8000- L4	626	RU	087100

Notes: ALL HARDWARE IS EXISTING TO REMAIN
Replace lockset only to desired function if not already present.

Set: 99.0

Doors: 100, 100A, 106, 107, 108, 109, 110, 111, 117, 120

1 ETR

All hardware existing to remain

OT

END OF SECTION 080671

SECTION 08 11 00
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Standard and custom hollow metal doors and welded frames.
2. Steel sidelights, borrowed lites, and transom frames when applicable and specified in the drawings.
3. Louvers installed in hollow metal doors when applicable and specified in the drawings.
4. Light frames and glazing installed in hollow metal doors when applicable and specified in the drawings.
5. All frames shall be welded. Knock down frames will not be accepted.

B. Related Sections:

1. Division 08 Section "Glazing" for glass view panels in hollow metal doors.
2. Division 08 Section "Door Hardware".
3. Division 08 Section "Access Control Hardware".
4. Division 09 Sections "Exterior Painting" and "Interior Painting" for field painting hollow metal doors and frames.

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A 1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
8. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
9. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
10. ANSI/SH MA A 156.115 - Hardware Preparation in Steel Doors and Frames.

11. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
12. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
13. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.
14. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
15. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
16. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
- B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.
- C. Shop Drawings: Include the following:
 1. Elevations of each door design, which shall be coordinated with the door elevations indicated in the architectural drawings.
 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses. Door frame throat depth shall be coordinated with the architectural drawing partition types prior to submission of shop drawings.
 4. Locations of reinforcement and preparations for hardware, including electromechanical hardware, hardware accessories and any other hardware components in the assembly that require preparation.
 5. Details of anchorages, joints, field splices, and connections.
 6. Details of accessories. All accessories to be mounted on the door shall be fully coordinated, this would be inclusive of latches, panic bars, armor plate, kick plates and any other accessories that are mounted to the door.
 7. Details of moldings, removable stops, and glazing.
 8. Details of conduit and preparations for power, signal, and control systems.
- D. Samples for Verification:
 1. Samples are only required by request of the architect and for manufacturers that are not current members of the Steel Door Institute.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
- B. Quality Standard: In addition to requirements specified, comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
- C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 (neutral pressure at 40" above sill) or UL 1 OC.
 1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.

2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.
3. Smoke Control Door Assemblies: Comply with NFPA 105.
 - a. Smoke "S" Label: Doors to bear "S" label and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.
- D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.
- E. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier, Installer, and Contractor to review proper methods and procedures for installing hollow metal doors and frames and to verify installation of electrical knockout boxes and conduit at frames with electrified or access control hardware.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch-high wood blocking. Do not store in a manner that traps excess humidity.
 1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
- B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. CECO Door Products.
 2. Curries Company.
 3. Steelcraft.

2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 HOLLOW METAL DOORS

- A. General: Provide 1-3/4 inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8 and ANSI/NAAMM HMMA 867.
- B. Exterior Doors (Energy Efficient): Face sheets fabricated of commercial quality hot-dipped zinc coated steel that complies with ASTM A924 A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model, ANSI/SDI A250.4 for physical performance level, and HMMA 867 for door construction.
1. Design: Flush panel.
 2. Core Construction: Foamed in place polyurethane and steel stiffened laminated core with no stiffener face welds, in compliance with HMMA 867 "Laminated Core".
 - a. Provide 22 gauge steel stiffeners at 6 inches on-center internally welded at 5" on-center to integral core assembly, foamed in place polyurethane core chemically bonded to all interior surfaces. No stiffener face welding is permitted.
 - b. Thermal properties to rate at a fully operable minimum U-Factor 0.29 and R-Value 3.4, including insulated door, thermal-break frame and threshold.
 - 1) Kerf Type Frames: Thermal properties to rate at a fully operable minimum U-Factor 0.36 and R-Value 2.7, including insulated door, kerf type frame, and threshold.
 3. Level/Model: Level 2 and Physical Performance Level A (Heavy Duty), Minimum 18 gauge (0.042 inch - 1.1-mm) thick steel, Model 2.
 4. Vertical Edges: Vertical edges to be mechanically interlocked with hairline seam. Beveled Lock Edge, 1/8 inch in 2 inches (3 mm in 50 mm).
 5. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
 6. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9".
 7. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

- C. Interior Doors: Face sheets fabricated of commercial quality cold rolled steel that complies with ASTM A 1008/A 1008M. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
 - 1. Design: Flush panel.
 - 2. Core Construction: Manufacturer's standard kraft-paper honeycomb, or one-piece polystyrene core, securely bonded to both faces.
 - a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
 - 3. Level/Model: Level 2 and Physical Performance Level B (Heavy Duty), Minimum 18 gauge (0.042-inch -1.0-mm) thick steel, Model 2.
 - 4. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet.
 - 5. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9" or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.
 - 6. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- D. Manufacturers Basis of Design:
 - 1. Curries Company Polystyrene Core: 707 Series.
 - 2. Curries Company Energy Efficient: 777 Trio-E Series.

2.4 HOLLOW METAL FRAMES

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Thermal Break Frames: Subject to the same compliance standards and requirements as standard hollow metal frames, provide where indicated thermally broken frame profiles available for use in both masonry and drywall construction. Fabricate with positive 3/8" vinyl thermal break and integral vinyl weatherstripping.
- C. Exterior Frames: Fabricated of hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.
 - 1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
 - 2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
 - 3. Manufacturers Basis of Design:
 - a. Curries Company -Thermal Break TB Series.
- D. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.
 - 1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
 - 2. Frames: Minimum 16 gauge (0.053-inch -1.3-mm) thick steel sheet.
 - 3. Manufacturers Basis of Design:
 - a. Curries Company M Series.
 - 4. Interior Frames used in clinical environments shall be provided with Hospital Stops.
- E. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.
- F. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.5 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
 - 2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.
 - 3. Compression Type for Drywall Slip-on (Knock-Down) Frames: Adjustable compression anchors.
- B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.
- C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 HOLLOW METAL PANELS

- A. Provide hollow metal panels of same materials, construction, and finish as specified for adjoining hollow metal components.

2.7 LIGHT OPENINGS AND GLAZING

- A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.
- B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.
- C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.
- D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

2.9 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.10 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.
- C. Hollow Metal Doors:
 - 1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.

2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.
 3. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.
 4. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge strap for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
- D. Hollow Metal Frames:
1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
 3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
 4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inches and wider with mortise butt type hinges at top hinge locations.
 5. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge straps for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
 6. Provide countersunk, flat-or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
 7. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
 8. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
 9. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Two anchors per jamb up to 60 inches high.
 - 2) Three anchors per jamb from 60 to 90 inches high.
 - 3) Four anchors per jamb from 90 to 120 inches high.
 - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
 - b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches high.
 - 2) Four anchors per jamb from 60 to 90 inches high.
 - 3) Five anchors per jamb from 90 to 96 inches high.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
 - 5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.

10. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".
- E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
 1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
 2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
 3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DH I A 115 Series specifications for preparation of hollow metal work for hardware.
 4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

2.11 STEEL FINISHES

- A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
 1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings. Prime coating film adhesion must be tested and demonstrate conformance with Method B of ASTM D3359.
 2. Quality assurance related to shop prime finishes shall be treated with the utmost priority and importance. Improperly shop primed doors are subject to paint peeling in high use settings. Any doors that exhibit peeling of final coat will be subject to testing in accordance with ASTM D3359 and are subject to rejection and replacement with new.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.
- C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."

- D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
 - 1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
 - 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
 - 4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Standard Steel Doors:
 - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
 - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
 - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- D. Field Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

END OF SECTION 08 11 00.

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical door hardware.
- C. Related Sections:
 - 1. Division 06 Section "Rough Carpentry".
 - 2. Division 08 Section "Door Schedule".
 - 3. Division 08 Section "Hollow Metal Doors and Frames".
 - 4. Division 08 Section "Flush Wood Doors".
 - 5. Division 08 Section "Automatic Door Operators".
 - 6. Division 28 Section "Access Control".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 80 - Fire Doors and Windows.
 - 5. NFPA 101 - Life Safety Code.
 - 6. NFPA 105 - Installation of Smoke Door Assemblies.
 - 7. UL/ULC and CSA C22.2 - Standards for Automatic Door Operators Used on Fire and Smoke Barrier Doors and Systems of Doors.
 - 8. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:

1. ANSI/BHMA Certified Product Standards - A156 Series.
2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
3. ANSI/UL 294 - Access Control System Units.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing, fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:

- a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.
 - c. Wiring instructions for each electronic component scheduled herein.
 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
 - D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
 - E. Informational Submittals:
 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
 - F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.
- 1.4 QUALITY ASSURANCE
- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
 - B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
 - C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
 - D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
- F. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.
- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.
 - 4. Installation of permanent keys, cylinder cores and software.
 - 5. Address and requirements for delivery of keys.
- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 - 3. Review sequence of operation narratives for each unique access controlled opening.
 - 4. Review and finalize construction schedule and verify availability of materials.
 - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied according to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Warranty Period: Unless otherwise indicated, warranty shall be one year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 BUTT HINGES

- A. Hinges: ANSI/BHMA A156.1 butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity:
 - a. Two Hinges: For doors with heights up to 60 inches.
 - b. Three Hinges: For doors with heights 61 to 90 inches.
 - c. Four Hinges: For doors with heights 91 to 120 inches.
 - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
4. Hinge Options: Comply with the following:
 - a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
5. Manufacturers:
 - a. McKinney (MK) - TA/T4A Series, 5-knuckle.

2.3 POWER TRANSFER DEVICES

- A. Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

1. Manufacturers:
 - a. Pemko (PE) - EL-CEPT Series.

2.4 DOOR OPERATING TRIM

- A. Flush Bolts and Surface Bolts: Provide products conforming to ANSI/BHMA A156.3 and A156.16, Grade 1.

1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.
2. Furnish dust proof strikes for bottom bolts.
3. Surface bolts to be minimum 8” in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.
5. Manufacturers:

- a. Rockwood (RO).

- B. Door Push Plates and Pulls: ANSI/BHMA A156.6 door pushes and pull units of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
2. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
3. Manufacturers:

- a. Rockwood (RO).

2.5 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.

- B. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:

1. Threaded mortise cylinders with rings and cams to suit hardware application.

- 2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 - 3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
 - 4. Tubular deadlocks and other auxiliary locks.
 - 5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 - 6. Keyway: Match Facility Format and Keyway.
- C. Small Format Interchangeable Cores: Provide small format interchangeable cores (SFIC) as specified, core insert, removable by use of a special key; usable with other manufacturers' cylinders.
- D. Keying System: Each type of lock and cylinders to be factory keyed.
- 1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
 - 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 - 3. Existing System: Field verify and key cylinders to match Owner's existing system.
- E. Key Quantity: Provide the following minimum number of keys:
- 1. Change Keys per Cylinder: Two (2)
 - 2. Construction Keys (where required): Ten (10).
 - 3. Construction Control Keys (where required): Two (2).
- F. Construction Keying: Provide temporary keyed construction cores to suit Owner's ETR Format.

2.6 CYLINDRICAL LOCKS AND LATCHING DEVICES

- A. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Operational Grade 1 Certified Products Directory (CPD) listed cylindrical locksets. Listed manufacturers shall meet all functions and features as specified herein.
- 1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) - CLX3300 Series.
 - b. No Substitution.

2.7 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
- 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 - 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.

3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.8 ELECTRIC STRIKES

- A. Standard Electric Strikes: Electric strikes conforming to ANSI/BHMA A156.31, Grade 1, for use on non-rated or fire rated openings. Strikes shall be of stainless steel construction tested to a minimum of 1500 pounds of static strength and 70 foot-pounds of dynamic strength with a minimum endurance of 1 million operating cycles. Provide strikes with 12 or 24 VDC capability, fail-secure unless otherwise specified. Where specified provide latchbolt and latchbolt strike monitoring indicating both the position of the latchbolt and locked condition of the strike.

1. Manufacturers:
 - a. Folger Adam (FO) - 742 Series.
 - b. HES (HS) - 1006 Series.

2.9 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Cycle Testing: Provide closers which have surpassed 15 million cycles.
4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
6. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
7. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard..

- 1. Manufacturers:

- a. Norton Rixson (NO) - 7500 Series.
- b. No Substitution.

2.10 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

- 1. Manufacturers:

- a. Rockwood (RO).

- C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

- 1. Manufacturers:

- a. Norton Rixson (RF).

2.11 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:
 1. Pemko (PE).

2.12 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.13 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted.

Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
 - 1. Quantities listed are for each pair of doors, or for each single door.
 - 2. The supplier is responsible for handing and sizing all products.
 - 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
 - 4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.
- B. Manufacturer's Abbreviations:

1. MK - McKinney
2. PE - Pemko
3. SU - Securitron
4. RO - Rockwood
5. RU - Corbin Russwin
6. SI - dormakaba Simplex
7. HS - HES
8. RS - RITE Slide
9. RF - Rixson
10. NO - Norton
11. SA - SARGENT
12. OT - Other

Hardware Sets

Set: 30.0

Doors: C02

6 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK 087100	
1 Electric Power Transfer	CEPT-NW	630	SU 087100	⚡
1 Dust Proof Strike	570	US26D	RO 087100	
1 Flush Bolt	2842	US32D	RO 087100	
1 Classroom Lock	CLX3355 NZD CT6SB	626	RU 087100	
1 Small Format Inter Core	VIF Match ETR format and keyway	626	RU 087100	
1 Electric Strike	1006CLB	630	HS 087100	⚡
1 Coordinator	2672	US28	RO 087100	
2 Conc Overhead Stop	6-x36	630	RF 087100	
1 Automatic Opener	Provided by others	689	NO 087100	⚡
2 Armor Plate	K1050 36" high CSK BEV (F as reqd)	US32D	RO 087100	
1 ElectroLynx Door Harness	QC-Cxxx LAR		MK 087100	⚡
1 ElectroLynx Harness	QC-C2500P		MK 087100	⚡
2 Wall Switch	Provided by AO Supplier		NO 087100	⚡

Notes: Door normally closed and secured.

When head end system energizes outside actuator, wave to open releases electric strike permitting auto operation.

Inside actuator always energized.

System is Fail Secure

Free egress at all times.

Coordinator is required for proper sequential closing when operator is w/ out power.

Set: 31.0

Doors: 501, 504

3 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK 087100
1 Keypad Lockset	Match Facility Specialty lockset	626	SI 087100
1 Small Format Inter Core	VIF Match ETR format and keyway	626	RU 087100
1 Surface Closer	PR7500 / R7500	689	NO 087100
2 Kick Plate	K1050 8" high CSK BEV	US32D	RO 087100
1 Wall Stop	403	US26D	RO 087100

Set: 32.0

Doors: 505

3 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK 087100
1 Keypad Lockset	Match Facility Specialty lockset	626	SI 087100
1 Small Format Inter Core	VIF Match ETR format and keyway	626	RU 087100
1 Surface Closer	PR7500 / R7500	689	NO 087100
2 Mop Plate	K1050 4" high CSK BEV	US32D	RO 087100
1 Wall Stop	403	US26D	RO 087100

Set: 33.0

Doors: 506

3 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK 087100
1 Keypad Lockset	Match Facility Specialty lockset	626	SI 087100
1 Small Format Inter Core	VIF Match ETR format and keyway	626	RU 087100
1 Conc Overhead Stop	1ADJ-x36	630	RF 087100
1 Surface Closer	PR7500 / R7500	689	NO 087100
2 Mop Plate	K1050 4" high CSK BEV	US32D	RO 087100

Set: 34.0

Doors: 503

1 Cont Hinge, Double Swing	DSH1000-84C		PE 087100
1 Privacy Lock	ML2060 NSA V21	626	RU 087100
1 Conc Overhead Stop	1ADJ-x36	630	RF 087100

2 Mop Plate	K1050 4" high CSK BEV	US32D	RO	087100
1 Emergency Stop	ERS84CxHT		PE	087100

Set: 35.0

Doors: C01

6 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK	087100
2 Door Pull	193 Mtg-Type 2	US32D-MS	RO	087100
2 Push Plate	70C-RKW	US32D	RO	087100
2 Push Plate	70G PUSH	US32D-MS	RO	087100
2 Surface Closer	PR7500 / R7500	689	NO	087100
2 Kick Plate	K1050 8" high CSK BEV	US32D	RO	087100
2 Armor Plate	K1050 36" high CSK BEV (F as reqd)	US32D	RO	087100
2 Electromagnetic Holder	999M	689	RF	087100 ⚡
2 Astragal	S772		PE	087100
2 Gasketing	S88		PE	087100

Notes: (999 M required due to projection of 193 pull)

Set: 36.0

Doors: 508

3 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK	087100
1 Classroom Lock	CLX3355 NZD CT6SB	626	RU	087100
1 Small Format Inter Core	VIF Match ETR format and keyway	626	RU	087100
2 Mop Plate	K1050 4" high CSK BEV	US32D	RO	087100
1 Wall Stop	403	US26D	RO	087100

Set: 37.0

Doors: C03

3 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK	087100
1 Classroom Lock	CLX3355 NZD CT6SB	626	RU	087100
1 Small Format Inter Core	VIF Match ETR format and keyway	626	RU	087100
1 Surface Closer	PR7500 / R7500	689	NO	087100
1 Wall Stop	403	US26D	RO	087100
1 Electromagnetic Holder	998M	689	RF	087100 ⚡

1 Gasketing S88 PE 087100

Set: 38.0

Doors: 500

3 Hinge, Full Mortise, Hvy Wt	T4A3386	US32D	MK 087100
1 Classroom Lock	CLX3355 NZD CT6SB	626	RU 087100
1 Small Format Inter Core	VIF Match ETR format and keyway	626	RU 087100
1 Electric Strike	1006CLB	630	HS 087100 ⚡
1 SMART Pac Bridge Rectifier	2005M3		HS 087100 ⚡
1 Automatic Opener	Provided by others	689	NO 087100 ⚡
1 Wall Stop	403	US26D	RO 087100
1 Gasketing	S88		PE 087100
1 ElectroLynx Harness	QC-C2500P		MK 087100 ⚡
1 Wiring Diagram	WD-SYSPK		SA 087100
2 Wall Switch	Provided by AO Supplier		NO 087100 ⚡

Notes: Door normally closed and secured.
 When head end system energizes outside actuator, wave to open releases electric strike permitting auto operation.
 Inside actuator always energized.
 System is Fail Secure
 Free egress at all times.

END OF SECTION 087100

**SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal stud wall framing and blocking.
- B. Gypsum wallboard
- C. Joint treatment and accessories.

1.2 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping: Top-of-wall assemblies at fire rated walls.

1.3 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- C. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2015.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- E. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- F. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.
- G. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- H. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- I. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.
- J. ASTM E413 - Classification for Rating Sound Insulation; 2010.
- K. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association; 2013.
- L. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

PART 2 PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.
- B. Interior Partitions, Indicated as Acoustic: Provide completed assemblies with the following characteristics:
 - 1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

2.2 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf.
 - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Furring: Hat-shaped sections, minimum depth of 7/8 inch.

2.3 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. USG Corporation; www.usg.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces, unless otherwise indicated.
 - 2. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 1/2 inch.
- C. Backing Board For Non-Wet Areas: Water-resistant gypsum backing board as defined in ASTM C1396/C1396M; sizes to minimum joints in place; ends square cut.
 - 1. Application: Vertical surfaces in toilet rooms, outside of showers.
 - 2. Type: Regular, in locations indicated.
 - 3. Regular Board Thickness: 5/8 inch.
 - 4. Edges: Tapered.

2.4 ACCESSORIES

- A. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead at exposed panel edges.
 - 3. Products:
 - a. Same manufacturer as framing materials.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- B. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 3. Ready-mixed vinyl-based joint compound.
- C. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- D. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion resistant.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.2 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Studs: Space studs at 16 inches on center.
 - 1. Extend partition framing to underside of structure above where indicated, and to 6 inches above adjacent ceilings in other locations.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- D. Standard Wall Furring: Install at concrete and masonry walls and/or columns scheduled to receive gypsum board, not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches on center.
 - 1. Orientation: Horizontal.
- E. Blocking: Install mechanically fastened steel sheet blocking for support of:
 - 1. Framed openings.
 - 2. Wall mounted cabinets and worksurfaces
 - 3. Plumbing fixtures.
 - 4. Toilet accessories.
 - 5. Wall mounted door hardware.
 - 6. Handrails, crash rails, bumper rails
 - 7. Wall brackets and other structural items required for product anchorage
 - 8. Wall-mounted shelving

3.3 BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

3.4 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.5 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 - 2. Taping, filling and sanding is not required at base layer of double layer applications.

- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.6 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION 09 21 16.

SECTION 09 3000

TILING

PART1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for interior wall applications.
- C. Tile for exterior wall applications.
- D. Stone thresholds.

1.02 RELATED REQUIREMENTS

- A. Section 05 4000 - Cold-Formed Metal Framing: Exterior wall sheathing
- B. Section 07 1410 – Under-Tile Fluid-Applied Waterproofing.
- C. Section 07 9005 - Joint Sealers.
- D. Section 09 2116 - Gypsum Board Assemblies: Installation of tile backer board.

1.03 REFERENCE STANDARDS

- A. ANSI A108.1A-American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2013.1.
- B. ANSI A108.1B - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
- C. ANSI A108.1C - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement Mortar; 2013.1.
- D. ANSI A108.4 -American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 2013.1.
- E. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 2013.1.
- F. ANSI A108.6 -American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy; 2013.1.
- G. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 2013.1.
- H. ANSI A108.9 -American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 2013.1.
- I. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2013.1.
- J. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2013.1.
- K. ANSI A108.12 - American National Standard Specifications for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar; 2013.1.
- L. ANSI A108.13 - American National Standard Specifications for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2013.1.
- M. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2013.1.
- N. ANSI A118.4 -American National Standard Specifications for Modified Dry-Set Cement Mortar; 2013.1.

- O. ANSI A118.6 -American National Standard Specifications for Standard Cement Grouts for Tile Installation; 2013.1.
- P. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2013.1.
- Q. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2013.1.
- R. ANSI A137.1 - American National Standard Specifications for Ceramic Tile - Version; 2013.1.
- S. ASTM C847 - Standard Specification for Metal Lath; 2012.
- T. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2013.1.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, and setting details.
- D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 x 18 inches in size illustrating pattern, color variations, and grout joint size variations.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Tile: 1 percent of each size, color, and surface finish combination.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum 5 years of documented experience.
- B. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

PART 2 PRODUCTS

2.01 TILE

- A. Ceramic Mosaic Tile : ANSI A137.1, and as follows:
 - 1. Size and Shape: see drawings for size and specifications.
 - 2. Edges: Square.
 - 3. Surface Finish: see drawings for specifications.
 - 4. Color(s): To be selected by Architect from manufacturer's standard range.
 - 5. Products:
 - a. See drawings for exact specifications.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

- B. Glazed Wall Tile: ANSI A137.1, and as follows:
 - 1. Size and Shape: see drawings for size and specifications.
 - 2. Edges: Cushioned.
 - 3. Surface Finish: see drawings for specifications.
 - 4. Color(s): To be selected by Architect from manufacturer's standard range.
 - 5. Trim Units: Matching base shapes in sizes coordinated with field tile.
 - 6. Products:
 - a. See drawings for exact specifications.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.01 TRIM AND ACCESSORIES

- A. Ceramic Accessories: Glazed finish, same color and finish as adjacent field tile; same manufacturer as tile.
- B. Ceramic Trim: Matching bullnose, double bullnose, cove base, and cove ceramic shapes in sizes coordinated with field tile.
 - 1. Manufacturers: Same as for tile.
- C. Non-Ceramic Trim: Satin brass anodized extruded aluminum, style and dimensions to suit application, for setting using tile mortar or adhesive. Schluter or approved equal, see drawings for profiles.
- D. Thresholds: Satin brass anodized extruded aluminum, style and dimensions to suit application, for setting using tile mortar or adhesive. Schluter or approved equal, see drawings for profiles.

2.02 SETTING MATERIALS

- A. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.
 - 1. Application(s): Use this type of bond coat for thin-set interior application where indicated.
 - 2. Products:
 - a. LATICRETE International, Inc; LATICRETE 254 Platinum: www.laticrete.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- B. Portland Cement Mortar Bond Coat: ANSI A108.1A and ANSI 108.1B
 - 1. Application(s): Use this type of bond coat for thick-set installation at shower floors only
 - 2. Products:
 - a. Ardex Engineered Cements; Ardex EB 2 Fast Setting Screed Cement; www.ardex.com
 - b. Commercial Service Grade; 1:4 mix with compressive strength of 6500 psi.
 - c. Bonded Screed application
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- C. High performance, deformable, fast setting, non-slip cementitious adhesive : European EN 12004; C2FT S1/ANSI A118.4 and A118.11
 - 1. Application(s): Use this type of bond coat for thin-set exterior application where indicated
 - 2. Products:
 - a. Mapei SpA; Keraquick; www.mapei.com

2.02 WATERPROOFING MATERIALS

- A. Waterproofing Membrane Under Mortar Bed: As specified in Section 07 1410.
- B. Waterproof membrane shall be installed at all locations, toilet rooms and decontamination room. Cove membrane up walls and into floor drains to create continuous barrier to water movement. Provide membrane system as manufactured by Schluter or approved equal.

2.03 GROUT

- A. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.
 - 1. Applications: Where indicated.
 - 2. Color(s): As selected by Architect from manufacturer's full line.
 - 3. Products:
 - a. LATICRETE International, Inc; LATICRETE SpectraLOCK PRO Premium Grout: www.laticrete.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.04 THICK-BED MATERIALS

- A. Waterproofing Membrane Under Mortar Bed: As specified in Section 07 1410.
- B. Waterproofing Membrane at Walls: As specified in Section 07 1410.
- C. Metal Lath: ASTM C 847, Flat diamond mesh, of weight to suit application, galvanized finish.

2.05 THIN-SET ACCESSORY MATERIALS

- A. Waterproofing Membrane: Specifically designed for bonding to cementitious substrate under thick mortar bed or thin-set tile; complying with ANSI A118.10.
 - 1. Type: Fluid-applied.
 - 2. Products: As specified in Section 07 1410.
- B. Cementitious Backer Board: ANSI A118.9; High density, cementitious, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.
 - 1. Products:
 - a. USG; Durock brand Cement Board.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- C. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- D. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.

3.03 INSTALLATION - GENERAL

- A. Install tile and thresholds and grout in accordance with applicable requirements of ANSI A108.1A thru A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Floors must be sloped or pitched to the floor drain at 1% to 2% max grade and 1.4% max grade at valleys. Under no circumstances shall low spots, pits, depressions or other voids that may collect water be allowed to form in the process of preparing the floor for tile installation.
- D. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- E. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- F. Form internal angles square and external angles bullnosed.
- G. Install thresholds where indicated.
- H. Sound tile after setting. Replace hollow sounding units.
- I. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- J. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- K. Grout tile joints.
- L. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

3.04 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with epoxy grout, unless otherwise indicated.
- B. Feather floor to pitch to drain prior to installation of thin set mortar. Set high point at threshold of door 1/2" maximum threshold elevation.

3.05 INSTALLATION - FLOORS - MORTAR BED METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F112, bonded.
- B. Waterproofing Membrane: Install as recommended by manufacturer and as specified in the section in which the product is specified.
- C. Mortar Bed Thickness: 3/4 inch min. to 2 inches maximum, in accordance with manufacturers recommendations.
- D. Depress floor slab as required for all mortar bed installations. Coordinate work with that of other trades as required locating size and depth of depression. Provide weather marked on architectural floor plans or not unless directed otherwise by the architect.

3.06 INSTALLATION - SHOWER WALLS

- A. At tiled shower walls install in accordance with TCNA (HB) Method 8412, over cementitious backer units with waterproofing membrane.
- B. Grout with epoxy grout.
- C. Seal joints between tile work and other work with sealant Type S3 specified in Section 07 9005.

3.07 INSTALLATION -WALL TILE

- A. Over cementitious backer units on studs, install in accordance with TCNA (HB) Method W244.

3.08 CLEANING

- A. Clean tile and grout surfaces.

3.09 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

**SECTION 09 51 00
SUSPENDED ACOUSTICAL CEILINGS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.2 RELATED REQUIREMENTS

- A. Section 28 3100 - Fire Detection and Alarm: Fire alarm components in ceiling system.
- B. Section 21 1300 - Fire Suppression Sprinklers: Sprinkler heads in ceiling system.
- C. Section 23 3700 - Air Outlets and Inlets: Air diffusion devices in ceiling.
- D. Section 26 5100 - Interior Lighting: Light fixtures in ceiling system.

1.3 REFERENCE STANDARDS

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2013.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Samples: Submit two samples 6 by 6 inch in size illustrating material and finish of acoustical units.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Acoustical Units: 300 sq ft of each type and size.

1.6 QUALITY ASSURANCE

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.7 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.1 ACOUSTICAL UNITS

- A. Acoustical Units - General: ASTM E1264, Class A.
- B. As indicated on the drawings.

2.2 SUSPENSION SYSTEM(S)

- A. 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. As indicated on the drawings.

2.3 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
 - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
- C. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.2 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- E. 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.
- F. 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.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.

- J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
 - 2. Overlap and rivet corners.

3.3 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.
- 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.

3.4 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 90 00
Painting and Coating

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Painting, including surface preparation
 - 1. Interior painting.
 - 2. Exterior painting.

1.2 RELATED SECTIONS - INTERIOR

- A. Division 1 – General Conditions and Sections of Division 1.
- B. Division 3 - Concrete - Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-In-Place including Plaster (Walls, Ceilings, Concrete - (Floors, non-vehicular).
- C. Division 4 - Interior Concrete Block.
- D. Division 5 - Metal - Galvanized.
- E. Division 6 - Wood - Doors, Trim, Paneling.
- F. Division 9 - Drywall - (Walls, Ceilings, Gypsum Board and similar items).

1.3 RELATED SECTIONS - EXTERIOR

- A. Division 5 - Metal - Galvanized, Miscellaneous Iron, Ornamental Iron, Structural Iron and Steel, Ferrous Metal.

1.4 REFERENCES

- A. Green Seal Standard GS-11; May 20, 1993.
- B. US Green Building Council, (USGBC) - Green Seal standards for LEED paint credits.
- C. Occupational Safety and Health Act (OSHA) - Safety Standards.
- D. American National Standards Institute (ANSI) - Performance Standards.
- E. Paint Decorating Contractors of America (PDCA) - Application Standard.
- F. National Paint and Coatings Association (NPCA) - Gloss Standard.
- G. American Society for Testing Materials (ASTM) - Testing Methods.
- H. Master Paint Institute (MPI #) - Established paint categories and standards.
- I. Ozone Transmission Commission (OTC) - Established levels of Volatile Organic Compounds.

- J. SCAQMD 1168 - South Coast Air Quality Management District Rule #1168; October 3, 2003.
- K. SSPC (PM1) - Steel Structures Painting Manual, Vol. 1, Good Painting Practice; Society for Protective Coatings; 1993, Third Edition.
- L. SSPC (PM2) - Steel Structures Painting Manual, Vol. 2, Systems and Specifications; Society for Protective Coatings; 1995, Seventh Edition.
- M. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.5 DEFINITIONS

- A. Commercial as used in this Section refers to a product well suited for a commercial application.
- B. DFT as used in this Section refers to the Dry Film Thickness of the coating.
- C. Enamel refers to any acrylic or alkyd (oil) base paint which dries leaving an eggshell, pearl, satin, semi-gloss or high gloss enamel finish.
- D. DTM as used in this Section refers to paint that is applied Direct To Metal.
- E. LEED as used in this Section refers to Leadership in Energy and Environmental Design. Products listed meet LEED criteria for environmentally safe interior primers, paints and coatings.
- F. OTC as used in this Section refers to the Ozone Transmission Commission. OTC has established the following VOC levels for the Northeastern United States. Products shall meet the following OTC limits for VOC's.
 - 1. Interior flat paints: 100 grams per liter or less, per gallon.
 - 2. Interior enamels: 150 grams per liter or less, per gallon.
 - 3. Interior stains: 250 grams per liter or less, per gallon.
 - 4. Interior primers: 200 grams per liter or less, per gallon.
 - 5. Rust preventive coatings: 400 grams per liter or less, per gallon.
 - 6. Dry fog coatings: 400 grams per liter or less, per gallon.
 - 7. Floor coatings: 250 grams per liter or less, per gallon.
- G. Premium as used in this Section refers to the best quality product "top of the line".
- H. VOC as used in this Section refers to Volatile Organic Compounds found in primers, paints, sealers and stains. The level of VOCs appears after each product listed in the Schedule in grams per liter (g/L).
- I. Paints are available in a wide range of sheens or glosses, as measured by a gloss meter from a 60 and/or 85 degree angle from vertical, as a percentage of the amount of light that is reflected. The following terms are used to describe the gloss of our products. The list below is provided for general guidance; refer to the technical data sheet for the actual gloss/sheen level for each product.
 - 1. Flat - Less than 5 Percent.
 - 2. Eggshell - 5 - 20 Percent.

3. Satin - 20 - 35 Percent.
4. Semi-Gloss - 30 - 65 Percent.
5. Gloss - Over 65 Percent.

1.6 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 – Submittal Procedures.
- B. LEED Certification Product Data:
 1. See Section 01000 - Work Covered by Contract Documents.
 2. Submittals Required:
 - a. MRc3 Resource Reuse (LEED Form).
 - b. MRc4 Recycled Content (LEED Form).
 - c. MRc5 Local and Regional Materials (LEED Form).
 - d. EQc4.2 Low Emitting Materials - Paint (VOC Certification Letter).
- C. Product Data: Provide a complete list of all products to be used, with the following information for each:
 1. Manufacturer's name, product name and/or catalog number, and general product category.
 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.
- D. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years experience.
- B. Installer Qualifications: All products listed in this section are to be applied by a Painting Contractor with a minimum of five years demonstrated experience in surface preparation and field application of the same type and scope as specified.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 1. Mock-up areas designated by Architect.
 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 3. Approved mock-up areas will serve as the standard for remaining Work.
 4. Refinish mock-up area as required to produce acceptable Work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Disposal:
 - 1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
 - 2. Do not incinerate closed containers.
 - 3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.10 WARRANTY

- A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application. All thinners, fillers, primers and finish coatings shall be from the same manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.
- B. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

1.11 EXTRA MATERIALS

- A. At project closeout, supply the Owner or owner's representative one gallon of each product for touch-up purposes. Cans shall be clearly marked with color name, number and type of paint.
- B. At project closeout, provide the color mixture name and code to the Owner or owner's representative for accurate future color matching.

PART 2 PRODUCTS

1. APPLICATION

1st Coat: Benjamin Moore Interior ECO SPEC® WB INTERIOR LATEX PRIMER N372, 0 g/L, 50, 50 X-Green, 149, 149 X-Green, Qualifies for CHPS low emitting credits

2nd Coat: Benjamin Moore Interior Eco Spec® WB Eggshell N374, NO COLOR SELECTED , 0 g/L, 52, 52 X-Green™, 139 , Qualifies for LEED® v4 Credit, Qualifies for CHPS Low Emitting Credits, Certified Asthma & Allergy Friendly®

3rd Coat: Benjamin Moore Interior Eco Spec® WB Eggshell N374, NO COLOR SELECTED , 0 g/L, 52, 52 X-Green™, 139 , Qualifies for LEED® v4 Credit, Qualifies for CHPS Low Emitting Credits, Certified Asthma & Allergy Friendly®

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Benjamin Moore and Co., which is located at: 101 Paragon Dr Montvale, NJ 07645; Toll Free Tel: 866-708-9181; Email: info@benjaminmoore.com; Web:www.benjaminmoore.com

2.2 MATERIALS - GENERAL

- A. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D-National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. 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.
- B. Compatibility: Provide materials that are compatible with one another, and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 MIXING AND TINTING

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.
- C. Where paint is to be sprayed, thin according to manufacturer's current guidelines.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The Contractor shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.
- B. The Contractor shall review product health and safety precautions listed by the manufacturer.
- C. The Contractor shall be responsible for enforcing on site health and safety requirements associated with the Work.

- D. Do not begin installation until substrates have been properly prepared.
- E. Ensure that surfaces to receive paint are dry immediately prior to application.
- F. Ensure that moisture-retaining substrates to receive paint have moisture content within tolerances allowed by coating manufacturer. Where exceeding the following values, promptly notify Architect and obtain direction before beginning work.
 - 1. Concrete and Masonry: 3-5 percent. Allow new concrete to cure a minimum of 28 days.
 - 2. Exterior Wood: 17 percent.
 - 3. Interior Wood: 15 percent.
 - 4. Interior Finish Detail Woodwork, Including Trim, and Casework: 10 percent.
 - 5. Plaster and Gypsum: 15 percent.
 - 6. Concrete Slab-On-Grade: Perform calcium chloride test over 24 hour period or other acceptable test to manufacturer. Verify acceptable moisture transmission and pH levels.
- G. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.
- H. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

3.2 PREPARATION - GENERAL

- A. Clean surfaces thoroughly prior to coating application.
- B. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- C. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- D. Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.
- E. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- F. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.
- G. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- H. Protect adjacent surfaces not indicated to receive coatings.

- I. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

3.3 SURFACE PREPARATION

A. Architectural Coatings

1. Interior

- a. New Drywall
 - 1) When joint cement and/or patching materials are thoroughly dry, lightly sand any rough areas with a fine grit paper (180-220 grit)
 - 2) Wipe as much surface dust as possible – best achieved with a soft sponge and warm water
- b. New Plaster
 - 1) New plaster should be allowed to fully cure – 30 days on average
 - a) Cured plaster should be hard, have a slight sheen and maximum pH of 10; Soft, porous or powdery plaster indicates improper cure.
 - 2) Using a putty knife, carefully scrape off any surface protrusions
 - 3) Clean surfaces – best achieved with a mild cleaner mixed with warm water and a soft sponge
- c. Previously Painted Surfaces
 - 1) Wash off dirt, grease and oil buildup with a mild cleaner mixed with warm water and a soft sponge. Rinse thoroughly with warm water. Remove loose paint and powdery substances by scraping or sanding**. Patch holes and cracks with spackling or patching compound. Allow to dry, then sand smooth. For ***glossy or non-porous surfaces***, lightly sand to a dull finish or use an abrasive cleanser. Remove sanding dust or cleanser residue.

** If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

- d. Ferrous Metal
 - a) Solvent cleaning to remove oil, grease, dirt, soil and other similar organic compounds. Solvent cleaning may also be used to remove old paint by the use of paint removers or alkaline paint strippers. Inorganic compounds such as chlorides, sulfates, weld flux, rust and mill scale are not removed by cleaning with organic solvents.
 - b) Hand Tool Cleaning to remove all loose mill scale, loose rust, loose paint and other loose foreign material. Types of tools used include: non-woven abrasive hand pads, wire brushes, and scrapers

- e. Galvanized Metal
 - a) Solvent Cleaning to remove oil/grease contamination with Corotech® Oil & Grease Emulsifier V600 or Corotech® Citrus Based Cleaner V610. After cleaning, shiny galvanized must be deglossed with very fine sandpaper or a synthetic steel wool pad to promote adhesion.

Temperature, Humidity, and Dew Point

The temperature of the surface that you wish to paint, the ambient temperature, as well as the temperature of the coating, can influence the overall color and performance. It only takes a 10° change to alter many properties of the coating.

Cold Temperatures	Hot Temperatures
<ul style="list-style-type: none"> - dry and cure times are extended - peeling, poor film integrity, blushing, and color changes may occur (10°F colder) - inability for latex paint to form a film - epoxies require you to double the induction time for every 10°F drop from the recommended temperature (usually 77°F) - paint thickens making application more difficult - mud cracking may occur 	<ul style="list-style-type: none"> - paint may not flow and level properly - paint may wrinkle (dry on surface while wet underneath) - paint film formation may be affected - touch up issues - blistering and peeling may occur because paint does not have a chance to “bite in” and adhere to substrate - the induction time and pot life of epoxies will be cut in half for every 10°F raise from the recommended temperature (usually 77°F)

During high levels of humidity, the ambient air becomes saturated with water molecules. For example, at 50% humidity, the air is saturated with 50% moisture. This saturation inhibits the evaporation of solvents, which causes the coating to dry improperly when compared to lower levels of humidity. Once the humidity is high enough (depending on temperature), dew will start to form.

Dew point is the temperature at which moisture in the air starts to condense as water on the surface. The industry standard is to avoid painting on a surface temperature equal to or less than 5°F above the dew point. For example, if the dew point is 37°F avoid painting if the surface temperature is 40°F or below for the first 24 hours for latex paints, and 48-72 hours for alkyd paints.

B. Industrial Maintenance Coatings – Metal

Direct to metal coatings provide maximum performance over near white metal blasted surfaces (SSPC-SP 10). The recommended standard is a commercial blast (SSPC-SP 6). The steel profile after the blast should be 1-2 mils and be jagged in nature. Surfaces must be free of grit dust. The coating should be applied as soon as possible after the blast in order to prevent flash rusting or surface contamination. Hand tool cleaning (SSPC-SP 2) or power tool cleaning (SSPC-SP 3) can be used if blasting is not possible.

1. Ferrous Metal
 - a. Remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1
 - b. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3)
 - 1) Inorganic compounds such as chlorides, sulfates, weld flux, rust and mill scale are not removed by cleaning with organic solvents.
2. Non-Ferrous Metal (Galvanized & Aluminum)
 - a. Remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1
 - b. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3)

For enhanced adhesion and durability, apply Corotech® Waterborne Bonding Primer V175 prior to top coating

3. Previously Paint Glossy Surfaces

Glossy surfaces must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

- It is not recommended to apply coating systems over Kynar® or similar non paintable OEMs finishes

3.4 APPLICATION - GENERAL

- A. Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
- B. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.
- C. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
- D. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).

- E. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- F. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
- G. Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.
- H. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.

3.5 CLEANING

- A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.
- B. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
- C. Reconnect equipment adjacent to surfaces indicated to receive coatings.
- D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- E. Remove protective materials.

3.6 PROTECTION AND REPAIR

- A. Protect completed coating applications from damage by subsequent construction activities until completion of painting project.
- B. Touch-up coatings damaged by subsequent construction activities.