



PROJECT MANUAL

MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS NEW BUS GARAGE 93-2372-17

200 N. Main Street
Miller City, Ohio 45864

Date: May 2, 2018

TECHNICON DESIGN GROUP INC.
ARCHITECTURE . ENGINEERING.
DESIGN

1800 North Perry Street, Suite 102
Ottawa, Ohio 45875

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Bidding Information / Advertisement

Sealed bids will be received at the office of the Superintendent for Miller City / New Cleveland Schools, 200 North Main Street, Miller City, Ohio 45864 for the following project:

*New Bus Garage: Miller City / New Cleveland Local Schools
200 N. Main Street
Miller City, Ohio*

in accordance with the Drawings and Specifications prepared by:

*Technicon Design Group, Inc.
1800 North Perry Street - Suite 102
Ottawa, Ohio 45875
Phone: 419-523-5323
Fax: 419-523-9441
info@technicondesigngroup.com*

Bidders may submit requests for consideration of a proposed Substitution for a specified product, equipment, or service to the Architect/Engineer ("A/E") no later than 10 days prior to the bid opening. Additional products, equipment, and services may be accepted as approved Substitutions only by written Addendum.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011, ORC APPLY TO THIS PROJECT. COPIES OF SECTION 153.011, ORC CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES.

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Workplace Program ("DFWP") approved by the Ohio Bureau of Workers' Compensation ("OBWC") prior to submitting a Bid, and, if awarded a Contract, shall comply with DFWP.

Sealed bids will be received for this contract by the Owner until **3:30 p.m.** local time, **Wednesday, May 30, 2018** and will be reviewed publicly thereafter.

All Bidders are strongly encouraged to attend the Pre-Bid Meeting on **Wednesday, May 16, 2018** at **3:30 p.m.** at the following location:

Miller City / New Cleveland Local Schools
Superintendent's Office
200 N. Main Street
Miller City, Ohio

All work and bids shall be under one Single Prime Contract including General Construction, Mechanical, Electrical and Plumbing work for the Project. The General Contractor is responsible for scheduling the Project, coordinating work with other subcontractors and providing other services identified in the Contract Documents. The estimated cost of the Project is \$574,100.00.

**NEW BUS GARAGE
MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS
200 NORTH MAIN STREET
MILLER CITY, OH 45864**

Contract documents are available to interested bidders and sub-bidders for download at no charge after 2:00 p.m. on Wednesday, May 2, 2018 through the following link: www.technicondesigngroup.com/plan-room All bidders registered on this site will receive notification of any issued addendum.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations:

Miller City / New Cleveland Local Schools
Superintendent's Office
200 N. Main Street
Miller City, Ohio 45864

Technicon Design Group, Inc.
1800 N. Perry Street - Suite 102
Ottawa, Ohio 45875

PUBLICATION DATES (PUTNAM COUNTY SENTINEL): May 2, 2018 and May 9, 2018

END OF DOCUMENT

**NEW BUS GARAGE
MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS
200 NORTH MAIN STREET
MILLER CITY, OH 45864**

AIA[®] Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

New Bus Garage: Miller City / New Cleveland Local Schools

200 N. Main Street

Miller City, Ohio 45864

THE OWNER:

(Name, legal status and address)

Miller City / New Cleveland Local Schools

200 N. Main Street

Miller City, Ohio 45864

THE ARCHITECT:

(Name, legal status and address)

Technicon Design Group, Inc.

1800 N. Perry Street - Suite 102

Ottawa, Ohio 45875

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.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ARTICLE 4 - Bidding Procedures

- 4.4.1 Delete 4.4.1 in its entirety and insert: The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of the other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, or material made directly in the compilation of the bid amount.
- .1 Notice of a request to withdraw a Bid shall be made in writing filed with the Owner within 2 business days after the bid opening. The Owner reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.
- .2 No Bid may be withdrawn under Subparagraph 4.2.1 which would result in awarding a Contract involving the same item on another Bid at the same Bidder.
- 4.4.5 ADD: If a Bidder withdraws its Bid under subparagraph 4.4.1, the Owner may award the Contract to the next lowest responsible Bidder, or reject all Bids and advertise for other Bids. In the event the Owner advertises for other Bids, with withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing the mailing of notices to prospective Bidders, if the Owner finds that these costs would not have been incurred but for the withdrawal.
- 4.4.6 ADD: A Bidder may withdraw the Bidder's Bid at any time after the 60 day period described in Subparagraph 4.4.1 by giving written notice to the Owner.

ARTICLE 5 – Consideration of Bids

- 5.1.1 ADD: As part of issuing any Addendum earlier than 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, only the Owner may approve a revised bid opening and additional advertising.
- 5.2.1 ADD: Ten Percent Rule.
- .1 If the lowest responsible Bid for the Contract, including the Base Bid and accepted Alternates if any, exceeds an amount 10 percent greater than the published Estimated Construction Cost for the Contract, the Owner shall reject all Bids.

**NEW BUS GARAGE
MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS
200 NORTH MAIN STREET
MILLER CITY, OH 45864**

- .2 If the Project includes multiple contracts, the aggregate total price of all contracts awarded for the phases to date of the Project shall not exceed an amount 10 percent over the aggregate estimate of the contracts awarded, including the Base Bid and accepted Alternates, if any.

ARTICLE 7 – Performance Bond and Payment Bond

- 7.2.2 DELETE 7.2.2 in its entirety and replace with the following: Unless otherwise provided, the bonds shall be written on AIA Document A312 - Performance and Payment Bond or on Document 004313 – Bid Security Form, State of Ohio standard requirements for Public Facility Construction (Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.57).

“ADD” ARTICLE 9 – Notice to Proceed

- 10.1 The Owner shall issue a Notice to Proceed, to the Contractor, which establishes the date for commencement and the calendar days allocated for Contracting Completion. Within 10 days of the date of the Notice to Proceed, the Contractor shall furnish the following submittals to the A / E.
- .1 Schedule of Values
 - .2 Preliminary schedule of Shop Drawings and other Submittals.
 - .3 Subcontractor and Material Supplier Declaration form.
 - .4 Qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each.

**NEW BUS GARAGE
MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS
200 NORTH MAIN STREET
MILLER CITY, OH 45864**

Bid Form – Stipulated Sum (Single-Prime Contract)

PROJECT:

New Bus Garage
Miller City / New Cleveland Local Schools
200 N. Main Street
Miller City, Ohio 45864

BIDDER:

Name: _____

Address: _____

Phone: _____

E-mail: _____

BID DATE: Wednesday, May 30, 2018
TIME: 3:30 p.m. Local Time
LOCATION: Miller City / New Cleveland Local Schools – Superintendent’s Office
200 N. Main Street
Miller City, Ohio 45864

In compliance with the Project Manual, the undersigned Bidder hereby proposes to furnish all materials and perform all work necessary for the **NEW BUS GARAGE: MILLER CITY / NEW CLEVELAND LOCAL SCHOOLS** project in strict accordance with Contract Documents as prepared by Architect, Technicon Design Group, Inc. and within the time set forth below, and at the sum of money enumerated below.

By submission of the BID, each Bidder certified, and in the case of a joint Bid, each party thereto certifies as to his/her own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any competitor. Bids will only be considered responsive if the base bid and alternate bid requests are completed accurately and legibly for all requests within in any trade of work.

BIDDER hereby agrees to commence work under this contract upon receipt of the Notice to Proceed and to substantially complete the work within **180** calendar days.

BIDDER acknowledges receipt of the following ADDENDUM(S):

**NEW BUS GARAGE
MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS
200 NORTH MAIN STREET
MILLER CITY, OH 45864**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following prices:

BASE BID (TOTAL SINGLE PRIME CONTRACT):

TOTAL BID - LABOR & MATERIALS

(Written Amount)

(Numerals)

LIST OF SUBCONTRACTOR(S) and others proposed to be employed for the Project. (NOTE: Please fill in information below.)

WORK	FIRM	ADDRESS	REPRESENTATIVE

NEW BUS GARAGE
MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS
200 NORTH MAIN STREET
MILLER CITY, OH 45864

Please submit 2 copies of this Bid Form completed in its ENTIRETY. A Performance and Payment Bond is required.

The successful contractor will be required to enter into an agreement with the owner according to A.I.A. Document A101: Standard Form of Agreement Between Owner and Contractor, 2007 Edition.

SUBMITTED BY:

Signature

Title

Address

Date

**NEW BUS GARAGE
MILLER CITY/NEW CLEVELAND LOCAL SCHOOLS
200 NORTH MAIN STREET
MILLER CITY, OH 45864**

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New Bus Garage: Miller City / New Cleveland Local Schools
200 N. Main Street - Miller City, Ohio 45864

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

THE OWNER:

(Name, legal status and address)

Miller City / New Cleveland Local Schools
200 N. Main Street
Miller City, Ohio 45864

THE ARCHITECT:

(Name, legal status and address)

Technicon Design Group, Inc.
1800 N. Perry Street - Suite 102
Ottawa, Ohio 45875

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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 that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The 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.

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201 - 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 – GENERAL PROVISIONS

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

ADD: 1.2.4 Drawings are diagrammatic and are a graphic representation of Contract requirements, produced according to best available standards to an optimum scale. Dimensions and elevations of work as indicated on Drawings are not guaranteed to be as built dimensions. No measurements shall be scaled from Drawings and used as definite dimensions for layout or fitting work in place.

ARTICLE 3 – CONTRACTOR

3.4 LABOR AND MATERIALS

ADD: 3.4.2 After “only”: in accordance with Division 016000 “Product Requirements” and

ADD: 3.4.4 The materials used on the Work shall conform to the requirements of the Contract, Drawings, and Specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or repossessed). In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statement to the Architect as to the origin, composition, and manufacturer of all materials to be used in the Work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.

3.5 WARRANTY

ADD: 3.5.1 All work and equipment shall be warranted for a minimum of one (1) year after the date of substantial completion.

3.6 TAXES

ADD: 3.6.1 Only those materials that ultimately become a part of the completed structure of improvement which constitutes the Project shall be exempt from State Sales Tax and State Use Tax. The purchase, lease or rental of material, equipment, parts, or expendable items as concrete form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State Sales Tax and State Use Tax.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

DELETE: 3.7.1 Delete in its entirety and substitute with the following: Bidder shall contact appropriate authorities to familiarize himself with procedures regarding required inspections required during their

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respected construction trade. The Architect shall pay all associated fees for the structural, mechanical, electrical and plumbing permits and secure said permits from the Authority Having Jurisdiction. The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the A/E and the Owner reasonable notice of the dates and times arranged for inspection. The Contractor shall be responsible for paying any re-inspection fees charged by the Authority Having Jurisdiction.

ADD: 3.7.1.1 The Contractor shall obtain, maintain, and pay for any permit or license applicable to the Contractor's particular trade.

ADD: 3.7.1.2 The Owner shall secure and pay the fees for any local building and zoning permits, licenses, capacity charges, water meter cost, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall coordinate the tap and meter installation with the local authorities. The Contractor shall give the A/E and the Owner reasonable notice of the date arranged for inspections.

ARTICLE 8 – TIME

8.3 DELAYS AND EXTENSIONS OF TIME

ADD TO: 8.3.1 If Change Orders are granted for time extensions, it is understood and agreed that they are done so upon the agreement of the Owner and Contractor that no claim will be asserted for any alleged increasing costs, either direct, indirect, or impact costs, including, but not limited to, extended overhead, or any wage, material, or other escalations associated with such time extensions, and such costs are hereby expressly waived.

8.4 LIQUIDATED DAMAGES

ADD: 8.4.1 The Contractor's failure to complete all Work within the period of time specified, or failure to have the applicable portion of the Work completed upon any Milestone date, shall entitle the Owner to retain or recover from the Contractor, as Statutory Delay Forfeiture, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests, and the Owner grants, an extension of time in accordance with the Contract Documents. The Statutory Delay Forfeiture amount is applicable to Milestone dates only when so stated in this Contract.

STATUTORY DELAY FORFEITURE SCHEDULE

<u>Contract Amount</u>	<u>Dollars per Day</u>
Less than \$50,000.00	\$150.00
From \$50,000.01 to \$150,000.00	\$250.00
From \$150,000.01 to \$500,000.00	\$500.00
From \$150,000.01 to \$2,000,000.00	\$1,000.00
From \$2,000,000.01 to \$5,000,000.00	\$2,000.00
From \$5,000,000.01 to \$10,000,000.00	\$2,500.00
More than \$10,000,000.00	\$3,000.00

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ARTICLE 9 – PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

ADD: 9.3.1.3 The form of Application for Payment shall be the latest edition of AIA Document G702, Application and Certification for Payment, supported by either the latest edition of AIA Document G703 Continuation Sheet or other support document form preferred by the Contractor. Applications must be submitted in triplicate and supported by such other documentation as the Owner may require.

ADD: 9.3.1.4 From the total of the amount determined to be payable on a partial payment, ten percent (10%) of such total amount will be deducted and retained by the Owner until the final payment is made. The balance (90%) of the amount payable, less all previous payments, shall be paid to the Contractor.

ADD: 9.3.1.5 First payment amounting up to ninety percent (90%) of application will be made to Contractor without supporting data. Subsequent Applications for Payment must be accompanied by the following forms, in duplicate:

1. Latest edition of AIA Document G706A, Contractor's Affidavit of Release of Liens, with accompanying lien waivers from Contractor, and Suppliers form previous calendar month. Lien waivers must show amount paid.
2. Latest edition of AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, indicating that all payrolls, bills for materials and equipment, which the application is being submitted and the Owner of this property might in any way be responsible, have been paid or otherwise satisfied.
3. Revised project schedule to reflect status of Project at current date.

9.8 SUBSTANTIAL COMPLETION

ADD: 9.8.1 Add after last sentence: The Certificate of Substantial Completion will not be issued until those submissions listed under Section 017700, Closeout Procedures, in Division 01 of the General Requirements have been submitted.

ADD: 9.8.3.1 When not less than ninety-five (95) percent of the work has been completed, the Architect may, at his discretion and with the consent of the Surety, (Latest Edition of AIA Document G707A, Consent of Surety to Reduction in or Partial Release of Retainage – if Surety is involved) prepare Contractors pay request from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

9.10 FINAL COMPLETION AND FINAL PAYMENT

ADD: 9.10.6 Final Application for Payment shall be accompanied by the same forms as previous applications except they should be marked "FINAL". In addition, latest edition of AIA Document G707, Consent of Surety Company to Final Payment, should be submitted (if Surety is involved). The Owner also reserves the right to require additional documentation.

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ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

ADD: 10.2.2.1 The Contractor agrees that all work hereunder shall be performed in compliance with the requirements of the Occupational Safety and Health Act of 1970; that the Contractor is fully responsible for the safety and health of all persons engaged in said work; and acknowledges that the Owner and Architect, with respect to such persons, shall not be construed as, nor be held liable for any obligation as, an employer within the meaning of the Act. Attention is also called to the Manual of Accident Prevention for Construction as published by Associated General Contractors of America, Inc., to the extent that such provisions are not in contravention of applicable law.

ADD: 10.2.7.1 The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

1. For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).
2. The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his parked construction equipment that may be hazardous to the operation of traffic, emergency fire/rescue, or maintenance vehicles at the project site.
3. The Contractor shall furnish and erect all barricades, warning signs, and marking for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until dismantled at the appropriate time.

ARTICLE 11 – INSURANCE AND BONDS

Supplement with the following special provisions insurance requirements:

11.1.5 COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. The Contractor and / or Subcontractor shall provide insurance policies in a limit of not less than \$1,000,000 per occurrence for Bodily Injury Liability (including wrongful death) and Property Damage Liability. Limits shall be solely applicable to this Contract.
2. Coverage provided on standard forms for Bodily Injury and Property Damage Liability with a total limit of \$1,000,000 per occurrence will include but not be limited to the following extensions:
 - a. Personal Injury
 - b. X.C.U.
 - c. Broad Form Property Damage

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- d. Blanket Contractual coverage
 - e. Independent Contractors
 - f. Products / Completed Operations
 - g. Aggregate limits apply per project.
3. Policies or Certificates of Insurance shall be provided by the named insured to *the project Owner, successful General Contractor* and Technicon Design Group, Inc., evidencing proper limits of coverage as set forth under Paragraph A; *the project Owner, successful General Contractor* and Technicon Design Group, Inc., shall be named as additional insureds under all policies. Evidence of continuation of Products / Completed Operations coverage shall be provided for a period of three (3) years after completion of the work.
4. If coverage as required is other than an occurrence basis at any time during the contract period, the basis at any time during the contract period, the substitution of claims made from the occurrence may occur providing appropriate additional extensions are made to the claims made from to protect the Contractor and the Owner and other named additional insureds for any remaining time in which liability from an occurrence may be in effect. Such alteration of coverage will be subject to the sole approval of the Owner.

11.1.6 COMPREHENSIVE AUTOMOTIVE LIABILITY COVERAGE

1. The Contractor of Subcontractors shall be responsible for maintaining Automotive Coverage and furnishing the Owner with the proper Certificates of Insurance for a total of \$1,000,000 single limit for bodily Injury and Property Damage.
2. All policies, primary and / or excess, shall name *the project Owner, successful General Contractor* and Technicon Design Group, Inc., as additional insured's, and policies or Certificates of Insurance shall be provided to the Owner evidencing such coverage. Coverage shall also include owned, non-owned, and hired automotive vehicles while on the premises.

11.1.7 NOTE:

1. Each Contractor and / or Subcontractor shall procure his own Workers' Compensation and Employer's Liability Insurance as provided under the rules and regulations of the State of Ohio.

11.1.8 CONTRACTOR'S LIABILITY INSURANCE

1. Required limits of insurance to be obtained by the Contractor which protect the Contractor and any additional insureds are set forth in Article 11 – Insurance and Bonds, Supplementary Conditions.

11.4 PERFORMANCE BOND AND PAYMENT BOND

ADD 11.4.1: Add after the last sentence: A Performance Bond will be required on this project. See sample copy of AIA Document A312-2010 Performance Bond included with document forms in the Project Manual.

11.5 ADD: FORMS OF CERTIFICATES AND POLICIES

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1. The Contractor shall furnish to the Owner Certificates of Insurance which shall specifically set forth evidence of all coverages required by Article 11 of the General Conditions and of this Article 11 of the Supplementary Conditions.
2. Each policy shall contain a clause to the effect that no modification of change in the policy will be made, nor will such policy be canceled, non-renewed, or expired without thirty (30) days written notice to the Owner, as evidenced by receipt of registered or certified mail.
3. When any certified insurance (due to the attainment of a normal expiration date or renewal date) shall expire, it is the responsibility of the Contractor to supply to the Owner updated replacement Certificates of Insurance that clearly evidence the continuation and scope of coverage as was supplied by the Certificates originally submitted.

11.6 ADD: ENDORSEMENTS AND FAILURE TO MAINTAIN INSURANCE

1. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits of any policies.
2. The Contractor agrees to indemnify and hold the Owner and Architect harmless from any and all claims, demands, actions, and causes of action whatsoever, and any expense incurred by the Owner and Architect in the defense thereof, arising out of or in any way connected with the failure of the Contractor to maintain any insurance required of him in Article 11 of the General Conditions, including, but not limited to the proper scope, amount, for, and endorsements, during the life of the contract, or thereafter. To this end, the Contractor shall keep all insurance companies advised of any changes in the work to assure continuous and adequate coverage.

ARTICLE 13 -- MISCELLANEOUS PROVISIONS

13.5 TESTS AND INSPECTIONS

ADD: 13.5.3.1 When as provided for in the Contract Documents, the Owner performs sampling and tests of the work and the tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

ADD: 13.5.7 It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Architect shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, Drawings, or Specifications.

ADD: 13.5.8 Unless otherwise specified in the Contract Documents, the Owner shall apply for, secure, and pay for the costs of testing and special inspections under Chapter 17 of the Ohio Building Code, required by the authority having jurisdiction. See the code compliance data on Cover Sheet of the drawings for the Special Inspections required for this project. Other testing and inspections required per Section 014550 "Testing and Inspection Services" shall be by the Contractor unless noted otherwise.

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ARTICLE 16 – DRUG FREE WORKPLACE PROGRAM REQUIREMENTS

ADD: 16.1 DRUG FREE WORKPLACE PROGRAM PARTICIPATION

- 16.1.1 During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC-approved DFWP").
- 16.1.2 If the Contractor provides Subcontractors that provide labor on the Site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFWP or an OBWC-approved DFWP.
- .1 Each Subcontractor shall require all lower-tier subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the lower-tier Subcontractor providing labor at the Site.
- .2 Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor, or the Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.
- .3 Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the lower-tier Subcontractor provides labor at the site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Subcontractor, or the lower-tier Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.
- .4 Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Owner approval, and shall also submit written confirmation of the Subcontractor's enrollment on the Declaration of Subcontractors and Material Suppliers form to the A/E.

AIA[®] Document A101[™] – 2007

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.

AIA Document A201[™]–2007, 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.

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TABLE OF ARTICLES

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4	CONTRACT SUM
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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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

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

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

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

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

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

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state 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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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(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 Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

Init.

§ 9.1.4 The Specifications:

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

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

§ 9.1.5 The Drawings:

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

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

§ 9.1.6 The Addenda, if any:

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

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

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

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

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

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name

and Title:

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

Signature: _____

Name

and Title:

(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 for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.



AIA® Document A312™ – 2010

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

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name

and Title:

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

Signature: _____

Name

and Title:

(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:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.



AIA[®] Document G701[™] – 2001

Change Order

PROJECT: (Name and address)

CHANGE ORDER NUMBER:

OWNER ☐

DATE:

ARCHITECT ☐

ARCHITECT'S PROJECT NUMBER:

CONTRACTOR ☐

TO CONTRACTOR: (Name and address)

FIELD ☐

CONTRACT DATE:

OTHER ☐

CONTRACT FOR:

The Contract is changed as follows:

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

The original (Contract Sum) (Guaranteed Maximum Price) was

\$ _____

The net change by previously authorized Change Orders

\$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was

\$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged)

by this Change Order in the amount of

\$ _____

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

\$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () 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

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Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: DISTRIBUTION TO:
PERIOD TO: OWNER ☐
CONTRACT FOR: ARCHITECT ☐
CONTRACT DATE: CONTRACTOR ☐
PROJECT NOS: FIELD ☐
OTHER ☐

FROM CONTRACTOR: VIA ARCHITECT:

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

CONTRACTOR:

By: _____ Date: _____
State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public
My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____
(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.

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CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDERS \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
a. _____ % of Completed Work
(Columns D + E on G703) \$ _____
b. _____ % of Stored Material
(Column F on G703) \$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$ _____

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

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Document G703™

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

[illegible]

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1092907



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i>	PROJECT NUMBER:	OWNER <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	TO CONTRACTOR: <i>(Name and address)</i>	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

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:

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: \$ _____

The Contractor will complete or correct the Work on the list of items attached hereto within () 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.)*

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Scope of Work: Construction of a new Bus Garage. New work shall include (but is not limited to) the following:
1. Site work including site clearing, placement of building pad, storm drainage, site grading and stone drive.
 2. Foundation and slab-on-grade with compacted stone base with vapor barrier where indicated.
 3. Pre-engineered metal building system with insulation where indicated, exterior doors, gutters, downspouts, etc. to complete the building shell.
 4. Interior finish work including masonry work, doors and frames, liner panels, etc.
 5. Mechanical systems for heating and ventilating systems as indicated on drawings.
 6. Electrical work including main distribution panel, lighting, devices, raceways, etc. as indicated on drawings.
 7. Plumbing work including fixtures, DWV piping, water distribution, natural gas lines, etc. as indicated on drawings.
- B. Timeline: Construction work shall start on date established in the Notice to Proceed. All work shall be substantially complete within the days indicated on Bid Form.
- C. Project Location and Owner:
1. Project Location: 200 North Main Street, Miller City, Ohio 45864
 2. Project Owner: Miller City/New Cleveland Local Schools, 200 North Main Street, Miller City, Ohio 45864
 3. Owner's Representative: Kerry Johnson, Superintendent Phone: 419-878-3172
E-mail: johnson_k@mcncschools.org.
- D. The Contract Documents for the building addition were prepared for the Project by the following:
1. Architect / Engineer: Technicon Design Group, Inc., 1800 N. Perry St., Suite 102, Ottawa, Ohio 45875. Phone: 419-523-5323. Fax: 419-523-9441. Email: info@technicondesigngroup.com
 - a. Architect of Record: Gillian Stechschulte, R.A.
 - b. Architect's Representative: Kevin Niese, Project Coordinator.

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2. Civil Engineer: Bockrath & Associates Engineering and Suretying, LLC, 115 S. Fair Avenue, Ottawa, Ohio 45875. Phone: 419-523-5789. Civil Engineer's Representative: Greg Bockrath, P.E., P.S. Email: greg@bockrath-es.com

E. General Contract: The Owner will award a stipulated sum (single Prime) contract for construction operations as follows:

1. It is intended that one single-Prime contract be awarded for the work required to complete the entire project as follows:
 - a. General Construction, Electrical, Plumbing and Mechanical work.
2. The General Contract will consist of the following work as well as all incidental work required to accomplish the intent of these Contract Documents.
 - a. Furnish and install all general trade items required for the complete construction of the project, including but not limited to: Site work including site clearing, placement of building pad, storm drainage, site grading and stone drive. Pre-engineered metal building structure and accessories, insulation, foundations, floors, trench drains, compacted stone base under slab and aprons, aprons, air-slab at walk doors, sectional overhead doors, exterior and interior walk doors, hardware, finishes, painting and miscellaneous equipment as indicated or specified.
 - b. Coordinate with all other contractors installing underground or under floor conduit, piping or equipment.
 - c. The grading and seeding of all lawn areas disturbed by construction.
3. Work in the Plumbing Sub-Contract will consist of the following specific work items as well as all incidental work as required by the Contract Documents:
 - a. Furnish and install the piping, vents, valves, insulation, oil interceptor and plumbing fixtures indicated or required for a complete installation as shown on the plumbing drawings and specifications. Systems shall include domestic water, domestic waste and vent, and liquid propane.
 - b. General Contractor shall install the sanitary line from municipal sewer main to within 5 feet of the building. Connections to sanitary main shall be provided by the Plumbing Sub-Contractor within 5' of exterior of building as indicated on site drawings and specifications.
 - c. The General Contractor shall furnish and install the waterline to the new building from the waterline main to within 5 feet of the building. The Plumbing Sub-Contractor shall connect to this line within 5 feet of the building.
 - d. The Plumbing Contractor shall coordinate the installation of propane line to the new building from the existing propane main feeding into existing boiler room. The Plumbing Sub-Contractor shall provide the trenching and backfill associated with the propane line.
 - e. Furnish and install all plumbing equipment indicated or required for a complete installation as shown on the plumbing drawings and specifications. Provide and coordinate rough-in plumbing with General Contractor during building shell phase. Coordinate the installation of piping, fixtures, faucets, oil interceptor, etc. with the General Contractor.
4. Work in the Mechanical Sub-Contract will consist of the following specific work items as well as all incidental work as required by the Contract Documents.

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- a. Furnish and install infrared heater, ventilation fans, hangers, piping, accessories and insulation as indicated on Mechanical Drawings and Specifications.
 - b. Provide and install all temperature controls and necessary accessories for system to execute the sequence of operations called for on Mechanical Drawings and Specifications.
 - c. Provide all necessary labor and material to test and start-up mechanical systems and equipment.
- 5. Work in the Electrical Sub-Contract includes, but is not limited to, the following:
 - a. Furnish and install all conduit, wiring, equipment, fixtures, exterior lighting, controls, distribution panel, secondary transformer, conductors and connections indicated or required for a complete installation as shown on the electrical drawings and specification. Provide and coordinate rough-in electrical with General Contractor. Work shall also include complete installation of the electrical service as indicated on the drawings.
 - b. The Electrical Contractor shall coordinate the installation of the underground electrical service from the existing electrical service in the adjacent school building to the new building. The Electrical Contractor shall include all conduit, wiring, trenching and backfill as indicated on the drawings.
- 6. The General Contractor shall be responsible for scheduling the work to allow the project to be completed by the dates or timeline indicated in the Bid Form including allowances for bad weather. Provide the Owner with bi-weekly updates on the progress of the project and any change in projected completion date. Project shall start following award of contracts as indicated in the Notice to Proceed.
- F. Possible Future Contracts: The Owner reserves the right to award separate contracts for other work.
- G. Use of the Site: Do not disturb portions of the site beyond the areas indicated. Material staging areas shall be in areas as agreed upon between the Owner and Contractor.
 - 1. Keep driveways and entrances clear. Do not use these areas for parking or material storage. Schedule deliveries to minimize on-site storage of materials and equipment.
- H. Partial Occupancy: The Owner reserves the right to occupy, place and install equipment in completed areas of the building prior to Substantial Completion. Placing equipment and partial occupancy do not constitute acceptance of the Work.

END OF SECTION 011000

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit a pdf electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided by Lead Contractor.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

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- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project from 2017 Ohio Building Code.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

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- b. Requested substitution provides sustainable design characteristics that specified product provided.
- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 1 Section "Warranties" for submitting warranties.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

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- C. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use Contractor's standard transmittal form.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Review as Acceptable by the Architect."

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- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating "Review" taken by Architect.

1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Base floor plan CAD file only – Contractor will be required to sign Architect's "Release of Electronic Files" form.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - 4. Document Format: Submit either one (1) reproducible paper copy of shop drawings or a .pdf electronic copy; files larger in size than 15 megabytes (mb) shall be transferred via secure file sharing website.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

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1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
 3. Document Format: Submit either one (1) reproducible paper copy of shop drawing or a .pdf electronic copy; files larger in size than 15 megabytes (mb) shall be transferred via secure file sharing website.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

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1. Document Format: Submit either one (1) reproducible paper copy of submittals or a .pdf electronic copy; files larger in size than 15 megabytes (mb) shall be transferred via secure file sharing website.
- F. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
1. Submit the Subcontractor Form with bid and advise Architect of any changes in Subcontractors after Project Award.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required only where by other Specification Sections.
1. Document Format: Submit either one (1) reproducible paper copy of submittals or a pdf electronic copy; files larger in size than 15 megabytes (mb) shall be transferred via secure file sharing website.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Coordination Drawings: Comply with requirements as established between the Contractor and Architect.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

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- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

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1. Statement on condition of substrates and their acceptability for installation of product.
 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- T. Material Safety Data Sheets (MSDSs): Submit information directly to the General Contractor; do not submit to Architect.
1. Architect will not review submittals that include MSDSs and will return them to submitter.
- 2.3 DELEGATED DESIGN (If Applicable)
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit either one (1) reproducible paper copy or a .pdf electronic copy of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date

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of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Panelized framing drawings submittals: It is the Contractor's responsibility to review these submittals for dimensions, rough openings and compliance with the specifications for materials used in framing. The Architect will review for compliance with specifications for materials only.

END OF SECTION 013300

SECTION 014200 - REFERENCES

1.1 GENERAL

- A. Definitions: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 2. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter."
- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project.

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The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- L. Specification Format: These Specifications are organized into Divisions and Sections based on the 33-division format and CSI/CSC's "MasterFormat" numbering system.
- M. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- N. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- O. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- P. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- Q. Abbreviations and Names: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

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- R. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

END OF SECTION 014200

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REFERENCES

014200 - 3

SECTION 014550 – TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents, and summarizes the test methods and quantities to be utilized for quality assurance testing.
- B. Related Work:
 - 1. Additional or specific testing and inspection requirements may be described in the various individual Sections of these Specifications. Failure to list specific testing or inspection requirements in this Section does not relieve the Contractor from providing all tests which are indicated to be his responsibility or from cooperating with the testing and inspections agency or others who may be performing quality assurance tests or inspections.
 - 2. Testing of mechanical and electrical systems, including testing, adjusting, and balancing of HVAC systems (if any indicated), is specified in Divisions 23 and 26.
- C. Related Sections
 - 1. Drawings, General and Supplementary Conditions, and applicable provisions of the General Conditions apply to this Section.
 - 2. Where General or Supplementary Conditions conflict with the requirements specified herein, the General or Supplementary conditions shall take precedence.
- D. Testing and Inspections Agency:
 - 1. General: The Contractor will employ and pay for the services of an independent Testing Agency to perform the inspections, tests, and other services specified herein. Services shall be performed in accordance with requirements of governing authorities and with specified standards.
 - 2. Duties of the Testing and Inspections Agency: The testing and inspections agency inspector will familiarize himself with all applicable portions of the Contract Documents which pertain to his work, and will perform his duties in such a manner that neither fabrication nor construction is unnecessarily delayed or impeded. In no instance will the inspector recommend or prescribe a method of repair for a defect.
 - 3. Testing Agency Qualifications:
 - a. Laboratory Qualifications: For each type of inspection or testing service to be performed, the testing agency will submit certification, signed and sealed by the agencies professional engineer, of compliance with the all applicable requirements of the following:

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- 1) ASTM E329, "Standard Recommended Practice for Inspection Agencies for Concrete, Steel, and Bituminous Materials Used in Construction."
 - 2) "Recommended Requirements for Independent Laboratory Qualifications." Published by the American Council of Independent Laboratories.
 - b. Equipment: Furnish evidence, satisfactory to the Architect and the Architect's consulting engineers, that all equipment to be used in the performance of testing of the Work has been calibrated in accordance with applicable ASTM standards within one year prior to the date of its use for testing of the Work, and that the equipment is in proper working order.
 - c. Personnel: Testing and inspection services will be performed only by trained and experienced technicians currently qualified for the work they are to perform. Documentation of such training will be submitted to the Architect and consulting engineer upon request. Minimum qualifications for testing and inspection personnel are as follows:
 - 1) Soils Inspection: National Institute for the Certification of Engineering Technicians (NICET) Level II. In addition, two years experience under the direct supervision of NICET Level IV.
 - 2) Concrete: American Concrete Institute (ACI) certified Concrete Inspector Level II. In addition, personnel performing inspections of concrete reinforcement must be approved by the local Building Official and the project structural engineer or Architect.
 - 3) Masonry: ICBO-certified masonry inspector.
4. Testing Agency Reports:
- a. The testing agency will submit written reports of all inspections. Written reports of each test or inspection will include, but not be limited to:
 - 1) Date of issue
 - 2) Project title and number
 - 3) Date and location of samples and tests or inspections
 - 4) Name(s) of individual(s) performing the test or inspection
 - 5) Designation of the work and test method
 - 6) Identification of the product and specifications section
 - 7) Complete inspection and test data
 - 8) Test results and interpretation of test results
 - 9) Ambient conditions at the time of sample taking and testing
 - 10) Comments or professional opinion as to whether the tested or inspected work complies with the Contract Document requirements.
 - 11) Recommendations on re-testing
 - 12) Name and signature of laboratory inspector.
 - b. Test reports will contain a description of deficiencies noted, and corrective action undertaken to resolve such deficiencies.
 - c. Deficiencies observed will be immediately brought to the attention of the Contractor's field superintendent and trade foreman. In the event deficiencies are not corrected, or if an interpretation of the Contract Documents is required, the testing agency will immediately notify the Architect.
 - d. The testing agency will maintain a deficiency list of all items not corrected, and will re-inspect the area after the deficiency has been corrected. The list will

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include a description of the deficiency, the date and time the deficiency was observed, who was notified, the date of re-inspection, and a description of the corrective action taken. The deficiency list will be distributed at least once per month.

- e. At the completion of the Project, the testing agency will submit a final signed and sealed report stating whether the work tested and inspected conforms to the Contract Documents.
- E. Limitation of Authority: The testing and inspections agency is not authorized to release, revoke, or alter the requirements of the Contract Documents, or to approve or accept any portion of the Work without the Architect's written consent.
- F. Related Documents: Drawings, General and Supplementary Conditions (if any), and applicable provisions of the General Conditions apply to this Section.

1.2 REFERENCES:

- A. Reference Standards: Comply with the requirements of all reference standards, codes ordinances, rules, and regulations contained in the various Sections of these Specifications, except where more stringent requirements are listed herein or otherwise required by the Contract Documents.

1.3 DEFINITIONS

- A. Testing and Inspections Agency: The organization or entity employed under the terms of this Section to perform quality assurance testing and inspections specified herein and in other Sections of the Specifications. This organization or entity may also be referred to in other Contract Documents as the "testing agency" or the "testing laboratory".
- B. Soils Engineer: The geotechnical consultant employed by the Lead Contractor to perform the subsurface soils and foundation investigation for use in the preparation of site and structural foundation design and engineering for this Project. The soils engineer may also be referred to in other Contract Documents as the "geotechnical engineer". The soils engineer may or may not be the same person or entity as the testing and inspections agency who performs quality assurance testing and inspections during the construction.
- C. Quality Assurance Tests and Inspections: All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by the independent testing and inspections agency to determine compliance of materials, products, equipments, or completed work with the requirements of the Contract Documents.
- D. Code Compliance Tests and Inspections: Mandatory tests or inspections required by codes or ordinances, or by building officials or other authorities having jurisdiction over the Work.
- E. Contractor's Convenience Tests and Inspections: Tests or inspections performed exclusively for the Contractor's convenience or information. Additional concrete test cylinders taken on

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behalf of the Contractor to determine early break strength are considered Contractor convenience tests.

- F. Re-Testing: Subsequent testing or inspections of the Work or any portion of the Work for which initial testing has indicated non-compliance with the Contract Documents or with applicable codes, ordinances, rules, and regulations.
- G. Additional or Alternative Tests and Inspections: Tests or inspections requested by the Owner or Architect which are in addition to the quality assurance tests and inspections specified herein or in other Sections of these Specifications.

1.4 SUBMITTALS

- A. Test and Inspection Reports: Copies of all test and inspections reports will be promptly delivered by the testing and inspections agency directly to all interested parties as follows: Owner- One copy; Architect- Two copies; Architect's consulting site Engineer- One copy; Contractor- Two Copies

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

- A. Initial Quality Assurance Tests and Inspections: Paid for by the Contractor
- B. Code Compliance Tests and Inspections: Costs of special inspections required by the authority having jurisdiction as a result the 2017 Ohio Building Code (OBC) code review will be paid for by the Owner.
- C. Contractor's Convenience Tests and Inspections: Paid for by the Contractor.
- D. Additional or Alternative Tests and Inspections: Paid for by the Owner if the materials or work tested is found to be in compliance with the Contract Documents; otherwise paid for by the Contractor.
- E. Re-Testing: Paid for by the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING AND INSPECTIONS AGENCY:

- A. Access to the Work: Representatives of the testing and inspections agency or other legally constituted testing or inspections personnel shall have unrestricted access to the site and all other locations where the Work is in progress, including borrow pits, batch plants, material yards, or other locations where materials are being obtained or stored.

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- B. Facilities for Testing: Provide all necessary facilities required for testing and inspecting the Work, including but not limited to, safe hoists or scaffolding, lightning, lifts, suitable safe storage areas for freshly poured concrete test cylinders, and incidental labor required to assist the testing and inspections agency in field testing or inspections.
- C. Notification: Notify the testing and inspections agency not less than forty-eight (48) hours prior to tentative date or time when testing and inspection services will be required. Re-confirm date and time not less than twenty-four (24) hours prior to time when such services will be required.

3.2 TEST AND INSPECTION PROCEDURES:

- A. General: Gathering of specimens or samples, measuring, and testing of all materials, products, or other work shall be performed according to the procedures of the referenced standard test method.
- B. Taking Specimens: Unless otherwise indicated, all specimens and samples for testing will be taken by testing and inspections agency personnel, either at the source of the material or at the site for work in progress as applicable for the test method or procedure.
- C. Delivery of Specimens: Unless otherwise indicated, pick-up and delivery of specimens or samples to the testing and inspections agency's laboratory will be done by the agency's personnel. This includes concrete test cylinders which have been stored on site for the initial curing period.
- D. Non-Complying Work:
 - 1. When initial tests or inspections indicate non-compliance of the Work or any portion thereof, the non-complying portion shall be removed, replaced, or re-worked (re-compacted in the case of subgrade, fill, or backfill material), and re-tested by the same agency performing the initial test or inspection. Do not proceed with additional work until the non-complying work has been re-tested and found to be in compliance.
 - 2. For deficiencies requiring corrective action, submit a written description of the deficiency and a proposed correction to the Architect and the responsible Architect's consultant. After review by the Architect and consultant, implement the corrective action and notify the testing and inspection agency for re-testing or re-inspection. Assume complete responsibility for ensuring that the deficiency is corrected and tested or inspected prior to the work being covered.
- E. ADDITIONAL OR ALTERNATIVE TESTS:
 - 1. The Owner and the Architect reserve the right to require additional or alternative tests or inspections of materials or work for which either has reason to believe may not be in compliance with the requirements of the Contract Documents.
 - 2. Examples of such additional tests may include, but are not limited to, additional sieve analysis of aggregates or granular fill material; additional field density tests of subgrade, fill, or backfill materials; additional core tests asphaltic concrete paving; additional slump tests of concrete as it is being placed; core tests of in-place structural concrete; load

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testing of concrete structures; ultrasonic, X-ray, or other non-destructive testing of structural steel; and field-cut test strips of membrane roofing.

3. Payment for additional or alternative tests will be determined as provided herein above.

3.3 SCHEDULE OF QUALITY ASSURANCE TESTS AND INSPECTIONS:

A. General Notes:

1. Carefully examine the individual Sections of these Specifications or additional or complete quality assurance testing and inspections requirements. Failure to include any test or inspection in this schedule does not relieve the Contractor of his responsibility for timely notification of the testing and inspections agency for quality assurance tests or inspections which may be listed in the individual Sections of the Specifications but not in this schedule.
2. This schedule includes quality assurance tests and inspections only, which will be performed by the selected testing and inspections agency and paid for as indicated. Code compliance tests and inspections, Contractor's convenience tests and inspections, and additional or alternative tests and inspections requested by the Owner are not included.

B. Soils- Materials and Compaction: (Included under General Contract)

1. Referenced Sections: Tests and inspections specified herein relate to, but are not necessarily limited to the following Sections:
 - a. Section 312000- Earth Moving
 - b. Section 033000- Cast-in-Place Concrete
 - c. Section 321313 – Concrete Paving
2. Fill and Backfill Materials: Test existing on-site soils and borrow materials proposed for use in filling and backfilling operations as follows:
 - a. Moisture Content: ASTM D2216
 - b. Maximum Index Density: ASTM D4253
 - c. Moisture Density Relations: ASTM D698 (Standard Proctor), ASTM D1557 (Modified Proctor), or ASTM D4253, as specified herein or as applicable for soil Types
 - d. Plastic Index: ASTM D 4318
 - e. Particle Size Analysis (borrow materials only): ASTM D422
3. Moisture and Density Analysis: Prepare not less than one optimum moisture and maximum density curve for each type of existing or imported soil proposed for use in filling or backfilling, including structural fill and base courses for paving.
4. Field Tests:
 - a. Perform field density tests in accordance with ASTM D1556, ASTM D2167, or ASTM 2922.
 - b. Perform field moisture tests in accordance with ASTM D3017.
 - c. Where field testing is performed using nuclear test methods, verify calibration of both density and moisture gages at the beginning of work, on each different type of material encountered, and additionally as directed by the Architect.

5. Test Quantities:

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- a. Spread Footings: One (1) test under each spread footing
 - b. Slabs-on-Grade and Pavements
 - 1) Subgrade: One test for every 2,500 sf of compacted Subgrade of major fraction thereof, but in no case less than two tests for each day's work.
 - 2) Fill: One test for every 1,000 sf of each compacted fill layer or lift, or major fraction thereof, but in no case less than two tests per layer of lift for each day's work.
 - c. Foundation and Retaining Walls: One test for every 50 lf of wall length for every two foot vertical rise in compacted fill elevation, but in no case less than two tests at each major building face or retaining wall.
 - d. Trenching:
 - 1) Perform one field density and moisture test for every 50 lf or major fraction thereof, of trench backfill, taken at the trench bottom and at two ft vertical intervals in the compacted fill depth. In no case will less than eight tests be made.
 - 2) Where underground utility lines penetrate foundations, perform field density tests at the trench bottom and at every two ft of vertical rise in compacted fill elevation, at points tow ft and ten ft in horizontal distance from the foundation wall.
 - e. Site Grading and Miscellaneous Fills: One test for every 250 cy of fill and for every foot of vertical rise in compacted fill elevation, but in no case less than two tests for each day's work.
6. Failing: If, based on the testing and inspection agency reports and inspections, compacted Subgrade or fills are found to be below specified density, provide additional compaction and testing in accordance with the "Re-Testing" provisions of this Section.

C. Concrete Framework (Optional Testing – If desired by the Owner, it will be paid for by Owner):

- 1. Referenced Sections: Tests and inspections specified herein relate to, but are not necessarily limited to, the following sections:
 - a. Section 033000 - Cast-in-Place Concrete.
 - b. Section 321313 – Concrete Paving
- 2. Inspect formwork for size, shape, profile, condition of interior surfaces and joints, and attachment of accessories and embedded items prior to each placement of concrete.
- 3. Structural design and fabrication of formwork and shoring are the sole responsibility of the Contractor, who shall provide all necessary inspections thereof prior to concrete placements.

D. Concrete Reinforcement (Optional Testing – If desired by the Owner, it will be paid for by Owner):

- 1. Referenced Sections: Tests and inspections specified herein relate to, but are not necessarily limited to, the following Sections:
 - a. Section 033000- Cast-in-Place Concrete.
 - b. Section 321313 – Concrete Paving

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2. Inspect concrete reinforcing steel and embedments as follows:
 - a. Inspect concrete reinforcing prior to closing of concrete formwork or placing of concrete. Inspect all reinforcing for conformance with Contract requirements. Verify type of reinforcing, bar sizes, spacings, number of bars, concrete cover to bars, bar locations, splices (including splice location and lap splice length or mechanical connector), and method of support of reinforcing.
 - b. Inspect all bolts and embedments (embedded plates and steel shapes) cast into concrete. Verify bolt or anchor/rebar size, number of bolts or anchors/rebar, embedment, anchorage, use of specified template, and general embedment locations are as specified or indicated on the Drawings. Test welds to embedments as specified under "Precast Concrete" and "Structural and Miscellaneous Metals" below.
 - c. Where welding of reinforcing steel is permitted, the testing agency shall be present to observe welding procedures for compliance with the applicable standards and to perform testing as specified under "Precast Concrete" and "Structural and Miscellaneous Metals" below.
 - d. Mechanical Connectors: Perform all special inspections as defined in the OBC test report for the connector. As a minimum, perform the following tests:
 - 1) Observe installation of the first two splices for each type mechanical connector. Verify all aspects of installation are in accordance with the manufacturer's instructions.
 - 2) Visually inspect 100% of all connectors to verify installation is in accordance with the manufacturer's instructions.

E. Concrete-Materials and Quality (Included under General Contract):

1. Referenced Sections: Tests and Inspections specified herein related to, but are not necessarily limited to, the following Sections:
 - a. Section 033000-Cast-in-Place Concrete.
 - b. Section 321313 – Concrete Paving
2. Batch Plant Inspection:
 - a. Inspect the batch plant for Contract requirements at the start of the Work and thereafter as directed by the Architect or Structural Engineer. Such inspections shall include:
 - 1) Condition of equipment
 - 2) Method of measurement of material quantities
 - 3) Adequacy of methods for protection of stored materials
 - 4) Verification of proper mix design proportions
 - 5) Batching time
 - 6) Types of materials used.
 - b. Submit written reports of inspections.
3. Batch Plant Quality Control:
 - a. Maintain a continuous record for each concrete mix design, showing the results of each 28-day acceptance test, the moving coefficient of variation of the last 30 acceptance tests, and the moving average strength of the last three acceptance tests. Compute coefficient of variation in accordance with ACI 301, Equation 3-1.
 - b. Maintain a current copy of each such record at the jobsite and submit to the Architect and Structural Engineer on a bi-weekly basis and within three working days of the close of each reporting period.

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4. Aggregates: Test fine and coarse aggregates at the source of ready-mix batch plant for sieve analysis in accordance with ASTM #136.
5. Field Tests: Test fresh concrete in accordance with the following test methods:
 - a. Sampling fresh concrete-ASTM C172
 - b. Making and curing test cylinders-ASTM C31
 - c. Compressive strength of test cylinders-ASTM C39
 - 1) Test one cylinder at 7 days for information.
 - 2) Test two cylinders at 28 days; acceptance criteria will be based on the average strength of these two cylinders.
 - 3) Retain one cylinder for testing at 56 days if 28 day tests indicate lower than acceptable compressive strength.
 - d. Air content of air-entrained mixes- ASTM C173 or ASTM C231 (Do not use ASTM C231 method for lightweight aggregate concrete)
 - e. Slump- ASTM C143
6. Test Specimen Quantity:
 - a. Compressive Strength Tests:
 - 1) For each 50 cy or major fraction thereof of each type or category of caisson or drilled pier concrete, or each 100 cy or major fraction thereof of each type or category of general or structural concrete placed in any one day, gather one set of not less than four (4) test cylinders. Gather at least one set of four cylinders for each day's work if less than 50 cy of concrete is placed.
 - 2) When more than 50 cy of concrete is placed in any one day, the interval between test samples shall be at least 30 cy of concrete is placed in any one day, the interval between test samples shall be at least 30 cy in order to be representative of the entire day's operation.
 - 3) Take samples at the point of discharge from the truck chute, except take samples of pumped concrete at the point of deposit in the field. Accurately mark all cylinders with date, reference to location in structure from which they were taken, and batch ticket number.
 - b. Slump Tests: Test each truckload of concrete delivered to the Site.
 - c. Air Content: Test each truckload of air-entrained concrete delivered to the Site.
 - d. Architect or testing and inspection agency may require additional slump tests or cylinders should there be reasonable cause to suspect that concrete being placed does not comply with specified concrete quality.
7. Hardened Concrete Tests:
 - a. If the 28-day cylinder tests indicate compressive strengths below the acceptable limits for the specified design strength, the concrete represented by such tests will be considered unacceptable and subject to removal pending testing of final cylinder at 56 days or additional testing of hardened concrete in place.
 - b. Consideration will be given to the acceptance of such concrete if it can be demonstrated to the Architect that the cylinder tests do not accurately represent the strength of the concrete in place, or that the structure is fully capable of carrying the loads for which it was designed.
 - c. Testing of hardened concrete may be accomplished by means of load testing in accordance with non-destructive applicable building code or any testing code samples in accordance with ASTM C42 tests such as ASTM C803 or C805 may be used to

determine quality of concrete in question relative to concrete of known compressive strength, but not as an alternative to finite compressive strength tests.

- d. All costs of additional testing of hardened concrete, plus the removal and replacement of non-complying concrete, if required, shall be the sole responsibility of the Contractor.

F. Steel Construction (1705.2 OBC): Special Testing and Inspections will be paid for by Owner.

- 1. Testing and inspections under this section for steel construction shall require special inspections in accordance with the Quality Assurance Inspection requirements of AISC 360. Contractor shall be responsible for coordination of required testing and inspections with Agency retained and paid for such services by Owner.

G. Masonry Construction (1705.4 OBC): Special Testing and Inspections will be paid for by Owner.

- 1. Testing and inspections under this section for masonry work shall require special inspections in accordance with the Quality Assurance Inspection Requirements of TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6. Contractor shall be responsible for coordination of required testing and inspections with Agency retained and paid for such services by Owner.

END OF SECTION 014550

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for description of the project.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
 - 1. Contractor has the option of hauling in potable water to the jobsite.
- C. Electric Power Service from local electric utility: Contractor shall furnish equipment and arrange temporary electrical with the local electrical utility. The Owner will and pay all fees and monthly service charges for the electrical service.
 - 1. Contractor has the option to utilize existing electrical service that is in the existing school for the temporary electrical services. Contractor to utilize 120/208V panel by maintenance office, verify exact location.

1.3 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

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- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundation anchorage adequate for normal loading.
- B. Common-Use Field Office: The Contractor shall provide a field office of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate project meetings. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Drinking water and portable toilet.
 - 2. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

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3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install Temporary Service. Coordinate with 1.2.B and 1.2.C.1 of this section.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Provide water service to jobsite with standard water hoses.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Contractor shall provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service: Contractor shall provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Telephone service shall be available by the on-site project superintendent during all construction operations via cellular service.
- I. Electronic Communication Service: Provide internet service in the field office adequate for use by the Contractors, Owner and Architect to access project electronic documents and maintain

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electronic communications. The Contractor shall provide a laptop or comparable device along with a printer for Contractor's use. Owner and Architect shall furnish their own portable device for internet access.

1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, faxing, or separate units for each of these three functions.
2. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 5Mbps upload and 20 Mbps download speeds at each computer.
3. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
4. Backup: External hard drive, of proper size, and software to provide automated daily backups.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following for field office:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touch up signs so they are legible at all times.

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- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Note since the site area that is being disturbed is under one acre, and EPA NOI permit is not required.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations if the fenced boundary in area is not indicated on the site drawings.
 - 2. Provide 4'-0" high heavy-duty orange safety fence around construction site and tie it to fence stakes driven into the ground or to water filled barrels (at areas with pavement – do not drive fence post through existing pavement). Provide access areas that can be tied off and opened to permit access for construction personnel.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

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- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

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1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor including taking possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

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1.3 SUBMITTALS

- A. Substitution Requests: Submit a pdf electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use Substitution Form provided by General Contractor.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of General Contractor's Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

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- B. Comparable Product Requests: Submit a pdf electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.

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3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

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1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

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9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.

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2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017400 - WARRANTIES

1.1 GENERAL

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
 - 2. Refer to the General Conditions for the period of Time the Contractor shall warranty the Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- F. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- G. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

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2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
 - H. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Architect.
 - I. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
 1. Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
 - J. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
- 1.2 PRODUCTS (Not Applicable)
- 1.3 EXECUTION (Not Applicable)

END OF SECTION 017400

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See AIA Document A201 "General Conditions of the Contractor for Construction" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents (as-built drawings), operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

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8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Payment Procedures outlined.
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

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1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, starting with exterior areas first.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

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PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. If applicable, vacuum carpet and similar soft surfaces removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. If applicable, vacuum carpet and similar soft surfaces removing debris and excess nap; shampoo if visible soil or stains remain.
 - k. If applicable, clean ceramic tile floors and walls and seal grout as recommended by the manufacturer.
 - l. If applicable, waxing of resilient floors as recommended by resilient floor manufacturer.
 - m. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - n. Remove labels that are not permanent.

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- o. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - p. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - q. Replace parts subject to unusual operating conditions.
 - r. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - s. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - t. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent fixtures to comply with requirements for new fixtures.
 - u. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals.

1.2 SUBMISSION OF MANUALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit draft operation and maintenance manuals in the following format:
 - 1. Submit for review by email to Architect. Enable reviewer comments on draft submittals.
 - 2. Architect will comment on whether content of operation and maintenance submittals is acceptable
- C. Final Manual Submittal:
 - 1. Correct or revise each manual to comply with Architect's comments. Submit one hard copy and one digital copy to the Architect.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT

- A. Electronic Files: Submit one digital copy in the form of a multiple file composite electronic PDF file for each manual type required.
- B. Manuals, Paper Copy: Submit one manual in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on

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spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 ORGANIZATION OF MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Identify each binder with OPERATION AND MAINTENANCE MANUAL
 2. Identify the name of Project.
- C. Table of Contents:
 1. List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 2. After the Table of Contents provide a list of names, addresses and telephone numbers of the Architect, Contractor, Subcontractors, and Suppliers for products and systems used in project.
- D. Manual Contents:
 1. Organize into sets of manageable size. Arrange contents by Specification Sections.
 2. Provide tabbed dividers for each separate product and system,
 3. Text: Contractors name and supplier of each product. If Subcontractor is used specify their name in lieu of the Contractor.

1.5 SYSTEMS AND EQUIPMENT OPERATION AND MAINTENANCE MANUALS

- A. Systems and Equipment Operation and Maintenance Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. The manual shall be sufficiently comprehensive for routine maintenance, overhaul and repairs to be carried out by personnel who are qualified to undertake maintenance work, but who are not necessarily familiar with the equipment. The manual shall contain the following:
 - 1. A comprehensive list of contents including:
 - a. Equipment/Material Name (and Tag Number).
 - b. Equipment/Material Type and Model Number.
 - c. Equipment/Material Capacity description.
 - d. Manufacturer's Name.
 - e. Equipment/Material Supplier's Name, Address and Telephone Number.
 - f. Service Representative's Name, Address and Telephone Number.
 - 2. Data sheets for each Equipment/Material item (including individual components) shall provide:
 - a. Title (i.e "Data Sheet).
 - b. Equipment/Material Name (and Tag Number).
 - c. Equipment Type, Model Number, Serial Number.
 - d. Specific Design Characteristics.
 - e. Performance Characteristics (including any relevant curves).
 - f. Lubrication Type including: specification, brand and quality, etc.
 - g. List of individual items of equipment/material which are components of, or are associated with, the equipment described in this sub-clause of the Specification.
 - h. Reference Drawing List
 - i. All other information necessary to fully specify the item of equipment
 - j. Equipment/material supplier's name, address and telephone number.
 - 3. Operating instructions and description of the equipment and it principles of operation including:
 - a. Theory of Operation.
 - b. Function of Equipment.
 - c. Pre-Start-Up Checks and Adjustments.
 - d. Start-Up Procedures.
 - e. Normal Operating Modes (i.e. Pump Selector Switch to AUTO).
 - f. Normal Shut-Down Procedures.
 - g. Emergency Start-Up and Shut-Down Procedures.
 - h. Visual checks and observations that should be made routinely to ensure equipment to operating satisfactorily.
 - i. Diagnostic troubleshooting techniques, where applicable, to determine probably causes of operating difficulties or alarm situation.

4. Maintenance Instructions:
 - a. Recommended preventative maintenance procedures, tests and activities to ensure that equipment and components are adequately maintained.
 - b. Recommended cleaning procedures for materials.
 - c. Frequency that each preventative maintenance procedure or cleaning procedure should be carried out.
 - d. Lubrication points and recommended lubricants.
 - e. Details of any special tools, lubricants or cleaning agents necessary to implement the preventative maintenance procedures.
 5. Dismantling instructions shall include step-by-step procedures to extract, fully dismantle, re-assemble and re-install the equipment. The instructions shall include checks, tests, tolerances on fitting and lining up components of the equipment and all procedures to re-install the equipment correctly. The instructions shall be supplemented to exploded view, drawings or photographs.
 6. Spare parts list with cross reference to sectional drawing shall include:
 - a. Part Name.
 - b. Part Number (identification for ordering of spares).
 - c. Number of parts required.
 - d. Material of Construction.
 - e. Availability.
 - f. Supplier.
 7. Illustrations and drawings shall include:
 - a. General arrangements.
 - b. Sectional arrangements in sufficient detail to allow all components to be identified, all tolerances, clearances and fits necessary for the equipment, dismantling, and reassembly of equipment components understanding of installation, operating and maintenance of the particular item.
 - c. Any other drawings necessary for complete understanding of installation, operating and maintenance of the particular item.
 - d. Subdivision drawings.
 8. Function, application, specification, and comprehensive technical data of all equipment including sub-assemblies, proprietary items, and system circuit and schematic diagrams.
 9. Troubleshooting procedures.
 10. Lists of spare parts recommended to be held in stock.
 11. Procedure of ordering spare parts.
- C. The manual shall contain clear and comprehensive illustrations and/or drawings with all parts readily identifiable.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.
- E. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
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1. Include procedures to follow and required notifications for warranty claims.

1.6 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints and PDF electronic files of scanned record prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

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3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Owner. If authorized by the Owner for an additional fee, the Architect shall prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: DWG.
 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 4. Refer instances of uncertainty to Contractor for resolution.
 5. Architect will furnish the Owner and Contractor one set of digital data (PDF) files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

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- 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file scanned PDF electronic file(s) of marked-up paper copy of Product Data.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Sections:
 - 1. Section 312000 "Earth Moving" for drainage fill and tile under slabs-on-grade.
- C. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product indicated.
- C. Design Mixtures: For each concrete mixture.
- D. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Material certificates.
- C. Material test reports.
- D. Floor surface flatness and levelness measurements.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

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- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Form Release Agent: Colorless mineral oil which will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
 - 1. VOC Content: Maximum 340 gm/liter.
 - 2. Manufacturers:
 - a. W. R. Meadows; Duogard
 - b. L & M Construction Chemicals, Inc.; Debond Form Coating
 - c. BASF Corporation; Cast-Off
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as require, of sufficient strength and character to maintain formwork in place while placing concrete.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

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2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I, gray. Supplement with the following:
 - a. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
 - 1. Maximum Coarse-Aggregate Size: 1 inch (25 mm)
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class C. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 6 mils (0.15 mm) thick.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

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- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ½-inch thick: ASTM D 4819; closed cell polyethylene or ASTM D 3575 closed cell foam.
- B. Bond Breaker No. 15 asphalt saturated felt.
- C. Non-Shrink Grout for Structural Steel Base Plates and Bearing Plates: Corps of Engineers Specification CRC-C 621 Type D; ASTM C-827 and ASTM C 1104; non catalyzed, multipurpose construction type containing mineral aggregate; Portland Cement-based; flowable, stiff, or plastic consistency.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. See concrete mix design matrix on drawings.
- B. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.

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2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Do not chamfer exterior corners and edges of permanently exposed concrete. Treat these corners as indicated on drawings.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

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- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches (150 mm) and seal with manufacturers recommended tape

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- E. Waterstops (if any indicated on drawings): Install in construction joints and at other joints indicated according to manufacturer's written instructions.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

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- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish (if any indicated on drawings): Apply the following to smooth-formed finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces to receive trowel finish.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - 2. Finish and measure surface so gap at any point between concrete surface and an unveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed 3/16 inch (4.8 mm) 1/8 inch (3.2 mm).
- D. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
 - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

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within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
 1. See Section 014550 – Testing and Inspection Services.

END OF SECTION 033000

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Concrete masonry units (CMU's).
 - 2. Concrete building brick.
- B. Related Sections:
 - 1. Section 055000 "Metal Fabrications" for furnishing steel lintels for unit masonry.
- C. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product indicated.
- C. Samples for Verification: For each type and color of exposed masonry unit and colored mortar.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product indicated. For masonry units include data on material properties.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
 - 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.4 QUALITY ASSURANCE

- A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

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- B. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 014000 "Quality Requirements" for mockups.
 - 1. Build sample panels for typical exterior wall] [typical interior wall in sizes approximately 48 inches (1200 mm) long by 48 inches (1200 mm) high by full thickness.

1.5 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.
- B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fire-resistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi (14.8 MPa).
 - 2. Density Classification: Normal weight unless otherwise indicated.
- C. Concrete Building Brick: ASTM C 55.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi (19.31 MPa).
 - 2. Density Classification: Normal weight.

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2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of Portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Holcim (US) Inc.; Mortamix Masonry Cement.
 - b. Lafarge North America Inc.; Magnolia Masonry Cement or Lafarge Masonry Cement.
 - c. Lehigh Cement Company; Lehigh Masonry Cement.
- E. Aggregate for Mortar: ASTM C 144.
 - 1. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
- F. Aggregate for Grout: ASTM C 404.
- G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Euclid Chemical Company (The); Accelguard 80.
 - b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
 - c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.
- H. Water: Potable.

2.4 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
 - 1. Interior Walls: Hot-dip galvanized, carbon steel.
 - 2. Exterior Walls: Hot-dip galvanized steel.
 - 3. Wire Size for Side Rods: 0.148-inch (3.77-mm diameter).
 - 4. Wire Size for Cross Rods: 0.148-inch (3.77-mm) diameter.

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5. Wire Size for Veneer Ties: 0.148-inch (3.77-mm) diameter.
 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 7. Provide in lengths of not less than 10 feet (3 m).
- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.

2.5 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
 2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
 3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch (16-mm) cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches (50 mm) parallel to face of veneer.
- C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches (100 mm) wide.
1. Wire: Fabricate from 3/16-inch- (4.76-mm-) diameter, hot-dip galvanized steel wire.
 - a. Hohmann & Barnard, Inc.
 - b. Wire-Bond
- D. Anchor Bolts: Headed or L-shaped steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153/A 153M, Class C; of dimensions indicated.

2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 or PVC, complying with ASTM D 2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

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2.7 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.

2.8 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use Portland cement-lime or masonry cement mortar unless otherwise indicated.
 - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 - 1. For masonry below grade or in contact with earth, use Type M.
 - 2. For reinforced masonry, use Type S.
 - 3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
 - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
 - 2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2500 psi.
 - 3. Provide grout with a slump of 8 to 11 inches (203 to 279 mm) as measured according to ASTM C 143/C 143M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
 - 2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
 - 3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.
- B. Lines and Levels:
 - 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
 - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
 - 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
 - 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
 - 5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
- C. Joints:
 - 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).

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2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm).

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay CMUs as follows:
 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.5 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).
 - 1. Space reinforcement not more than 16 inches (406 mm) o.c.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

3.6 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours to not more than 12.67 ft. (3.86 m).

3.7 FIELD QUALITY CONTROL

Testing and Inspection of materials under this section shall require special inspections as outlined in Section 1705 of The Ohio Building Code. Contractor shall be responsible for coordination of the required testing and inspections with the Agency retained for such services by the Owner.

- 1. See Section 014550 – Testing and Special Inspections.

3.8 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

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1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
2. Protect surfaces from contact with cleaner.
3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
4. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.9 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 1. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.
- B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Miscellaneous steel framing and supports.
 - 2. Metal bollards.
 - 3. Loose bearing and leveling plates.
- B. Products furnished, but not installed, under this Section include the following:
 - 1. Loose steel lintels.
 - 2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
 - 3. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.
- C. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For the following:
 - 1. Paint products.
 - 2. Grout.
- C. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- D. Samples for Verification: For each type and finish of extruded nosing.

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PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 180 deg F (100 deg C), material surfaces.

2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- C. Steel Tubing: ASTM A 500/A 500M, cold-formed steel tubing.
- D. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.

2.3 FASTENERS

- A. General (If any indicated): Unless otherwise indicated, provide stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM Type 304 B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
 - 1. Provide stainless-steel fasteners for fastening aluminum.
- B. Cast-in-Place Anchors in Concrete (If any indicated): Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
- C. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
 - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
- D. Unheaded Anchor Rods: ASTM F 1554, Grade 36, weldable.
 - 1. Configuration: Straight threaded with double nuts tack welded. Provide hook type where indicated.
 - 2. Finish: Plain

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E. Threaded Rods: ASTM A 36/A 36M

1. Finish: Plain

2.4 MISCELLANEOUS MATERIALS

A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

B. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

C. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

D. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete".

2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.

C. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended.

D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.

E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

F. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c.

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2.6 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
- C. Fabricate steel girders for wood frame construction from continuous steel shapes of sizes indicated.
 - 1. Where wood nailers are attached to girders with bolts or lag screws, drill or punch holes at 24 inches (600 mm) o.c.

2.7 METAL BOLLARDS

- A. Fabricate metal bollards from Schedule 40 steel pipe.
- B. Bollard Covers: Provide 1/8 inch (3mm) thick polyethylene (HDPE and MDPE) and 3M #680 white reflective tape. Include Gripper Tabs® to secure bollard cover. Covers shall be UV stable guaranteed not to fade and crack for five (5) years.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide “Bollard Gard” as manufactured by Quick-Switch (Phone: 866-784-2511), or comparable product by one of the following:
 - a. BollardCover USA; 800-352-6609
 - b. Post Guard; 866-737-8900
 - c. Idea Shield; 866-825-8659
 - 2. See exterior Color/Finish Schedule on drawings for color of bollard cover.

2.8 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

2.9 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Prime loose steel lintels located in exterior walls with zinc-rich primer.

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2.10 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.11 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.

2.12 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
- B. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
 - 1. Shop prime with zinc-rich primer.
- C. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
 - 1. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

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2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING METAL BOLLARDS

- A. Anchor bollards in existing concrete in core-drilled holes and fill annular space around bollard solidly with nonshrink grout.
- B. Anchor bollards in existing place with concrete footings. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.
- C. Fill bollards solidly with concrete, mounding top surface to shed water.
- D. Install bollard covers according to manufacturer's recommendations.

3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055000

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SECTION 071113 - BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Cold-applied, emulsified-asphalt dampproofing.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product indicated.

1.3 PROJECT CONDITIONS

- A. Ventilation: Provide adequate ventilation during application of dampproofing in enclosed spaces. Maintain ventilation until dampproofing has cured.

PART 2 - PRODUCTS

2.1 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. ChemMasters Corp.; MasterGard 400.
 - 2. Meadows, W. R., Inc.; SealMastic Emulsion.
 - 3. The Euclid Chemical Company; Dehydratine 75.
- B. Trowel Coats: ASTM D 1227, Type II, Class 1.
- C. Fibered Brush and Spray Coats: ASTM D 1227, Type II, Class 1.
- D. Brush and Spray Coats: ASTM D 1227, Type III, Class 1.
- E. VOC Content: 0.25 lb/gal. (30 g/L) or less.

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2.2 MISCELLANEOUS MATERIALS

- A. Emulsified-Asphalt Primer: ASTM D 1227, Type III, Class 1, except diluted with water as recommended by manufacturer.
- B. Asphalt-Coated Glass Fabric: ASTM D 1668, Type I.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to work; fill voids, seal joints, and apply bond breakers if any, as recommended by prime material manufacturer.

3.2 APPLICATION, GENERAL

- A. Comply with manufacturer's written recommendations unless more stringent requirements are indicated or required by Project conditions to ensure satisfactory performance of dampproofing.
- B. Apply dampproofing to footings and foundation walls where opposite side of wall faces occupied space.
 - 1. Apply from finished-grade line to top of footing, extend over top of footing.
- C. Apply dampproofing to provide continuous plane of protection on exterior face of inner wythe of exterior masonry cavity walls.

3.3 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. On Concrete Foundations: Apply 2 brush or spray coats at not less than 1.5 gal./100 sq. ft. (0.6 L/sq. m) for first coat and 1 gal./100 sq. ft. (0.4 L/sq. m) for second coat, 1 fibered brush or spray coat at not less than 3 gal./100 sq. ft. (1.2 L/sq. m), or 1 trowel coat at not less than 4 gal./100 sq. ft. (1.6 L/sq. m).
- B. On Exterior Face of Inner Wythe of Cavity Walls: Apply primer and 1 brush or spray coat at not less than 1 gal./100 sq. ft. (0.4 L/sq. m).

END OF SECTION 071113

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BITUMINOUS DAMPPROOFING

071113 - 2

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Foam-plastic board insulation.
 - 2. Glass-fiber blanket insulation.
 - 3. Vapor retarders.
 - 4. Foamed-in-place masonry wall insulation.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."
- C. Related Section: See Section 133419 Metal Building Systems for metal building insulation.

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Research/evaluation reports.

PART 2 - PRODUCTS

2.1 FOAM-PLASTIC BOARD INSULATION

- A. Extruded-Polystyrene Board Insulation for Perimeter of Foundations: ASTM C 578, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. DiversiFoam Products.
 - b. Dow Chemical Company (The).

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- c. Owens Corning.
 - d. Pactiv Building Products.
2. Type VI, 25 psi.

2.2 GLASS-FIBER BLANKET INSULATION

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. CertainTeed Corporation.
 - 2. Guardian Building Products, Inc.
 - 3. Johns Manville.
 - 4. Knauf Insulation.
 - 5. Owens Corning.
- B. Unfaced, Glass-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.
- C. Kraft-Faced, Glass-Fiber Blanket Insulation (if any indicated): ASTM C 665, Type II (non-reflective faced), Class C (faced surface not rated for flame propagation); Category 1 (membrane is a vapor barrier).

2.3 FOAMED-IN-PLACE MASONRY WALL INSULATION

- A. Foamed-In-Place masonry insulation for thermal, sound and fire resistance Values.
- B. Manufacturing Standards: Provide insulation produced by a single and approved manufacturer. The product must come from the manufacturer pre-mixed to ensure consistency.
- C. Installer Qualifications for Foamed-In-Place Masonry Insulation. Engage and experienced dealer / applicator who has been trained and licensed by the product manufacturer.
- D. Basis-of-Design Product: Subject to compliance with requirements, provide Core-Fill 500 as manufactured by Tailored Chemical Products, Inc. or comparable product by one the following:
 - 1. Thermco Foam Insulation; Thermal Corporation of America.
 - 2. Tripolymer Foam Insulation; C.P. Chemical Co., Inc.
- E. Minimum Product Performance Standards:
 - 1. Fire-Resistance Ratings: Minimum four (4) hour fire resistance wall rating (ASTM E-119) for concrete masonry units when used in standard two (2) hour rated CMUs.
 - 2. Surface Burning Characteristics: Maximum flame spread, smoke developed and fuel contributed of 5, 50-100, and 0 respectively.

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3. Combustion Characteristics: Must be noncombustible, Class A building material.
4. Thermal Values: "R" Value of 4.7 / inch @ 35 degrees F mean; ASTM C-177.
5. Sound Abatement: Minimum Sound Transmission Class ("STC") rating of 54 for 12" CMU and 52 for 8" CMU and a minimum Outdoor Indoor Transmission Class ("OITC") rating of 44 for 8" wall assembly (ASTM E 90-90).

2.4 VAPOR RETARDERS

- A. Polyethylene Vapor Retarders: ASTM D 4397, 6 mils (0.15 mm), with maximum permeance rating of 0.13 perm (7.5 ng/Pa x s x sq. m).
- B. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.2 INSTALLATION OF BELOW-GRADE INSULATION

- A. On vertical surfaces, set insulation units using manufacturer's recommended adhesive according to manufacturer's written instructions.
 1. If not otherwise indicated, extend insulation a minimum of 24 inches (610 mm) below exterior grade line.
- B. On horizontal surfaces, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.
 1. If not otherwise indicated, extend insulation a minimum of 24 inches (610 mm) in from exterior walls.

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3.3 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Glass-Fiber Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members between vinyl-faced fiberglass insulation and interior liner panels. Adhere fiberglass batt insulation to vinyl-facing with spray adhesive if necessary to adhere the batt insulation in place in the cavity.
 - 3. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
 - a. Exterior Walls: Set units with facing placed toward interior of construction.
 - b. Interior Walls: Set units with facing placed toward areas of high humidity.
- C. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Fiberglass Insulation: Fill cavity as required and adhere in place.

3.4 INSTALLATION OF FOAMED-IN-PLACE MASONRY WALL INSULATION

- A. Fill all open cells and voids in hollow concrete masonry walls where shown on drawings. The form insulation shall be pressure injected through a series of 5/8" to 7/8" holes drilled into every vertical column of block cells (every 8" on center, except at grouted cores) beginning at an approximate height of four (4) feet from finished floor level. Repeat this procedure at an approximate height of ten (10) feet above the first horizontal row of holes (or as needed) until the void is completely filled. Patch holes with mortar and score to resemble existing surface. Insulation is not to be injected into wet walls.

3.5 INSTALLATION OF VAPOR RETARDERS

- A. Place vapor retarders on side of construction indicated on Drawings. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives or other anchorage system as indicated. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- B. Seal vertical joints in vapor retarders over framing.
 - 1. Fasten vapor retarders to wood framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16 inches (406 mm) o.c.

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2. Before installing vapor retarders, apply urethane sealant to flanges of metal framing including runner tracks, metal studs, and framing around door and window openings. Seal overlapping joints in vapor retarders with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Seal butt joints with vapor-retarder tape. Locate all joints over framing members or other solid substrates.
 3. Firmly attach vapor retarders to metal framing and solid substrates with vapor-retarder fasteners as recommended by vapor-retarder manufacturer.
- C. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.
- D. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape to match facility.

END OF SECTION 072100

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes hollow-metal work.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."
- C. Related Requirements:
 - 1. Section 087100 "Door Hardware" for door hardware.

1.2 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.3 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product.
- C. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.
- D. Samples for Initial Selection: For units with factory-applied color finishes.
- E. Samples for Verification: For each type of exposed finish required.
- F. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Amweld International, LLC.
 - 2. Ceco Door Products; an Assa Abloy Group company.
 - 3. Republic Doors and Frames.
 - 4. Steelcraft; an Ingersoll-Rand company.

2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings and temperature-rise limits indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Fire-Rated, Borrowed-Light Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.3 INTERIOR DOORS AND FRAMES

- A. Heavy-Duty Doors and Frames: SDI A250.8, Level 2. At locations indicated in the Door and Frame Schedule.
 - 1. Physical Performance: Level B according to SDI A250.4.
 - 2. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1-3/4 inches (44.5 mm).
 - c. Face: Metallic-coated, cold-rolled steel sheet, minimum thickness of 16 gauge.
 - d. Edge Construction: Model 1, Full Flush.
 - e. Core: Polystyrene.
 - 3. Frames:
 - a. Materials: Metallic-coated, steel sheet, minimum thickness of 16 gauge.
 - b. Construction: Full profile welded or as otherwise indicated on drawings.
 - 4. Exposed Finish: Prime Factory.

2.4 FRAME ANCHORS

- A. Jamb Anchors:

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1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (51 mm) wide by 10 inches (254 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
 2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
 3. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.
 4. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-(9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch (1.0 mm), and as follows:
1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
 2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at finish floor surface.

2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.
- G. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.
- H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing).
- I. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat.

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2.6 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Doors:
 - 1. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
 - 2. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - 1. Sidelight and Transom Bar Frames, (if any indicated on the drawings): 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.
 - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
 - 4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
 - 5. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 16 inches (406 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c., to match coursing, and as follows:
 - 1) Two anchors per jamb up to 60 inches (1524 mm) high.
 - 2) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
 - 3) Four anchors per jamb from 90 to 120 inches (2286 to 3048 mm) high.
 - 4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 120 inches (3048 mm) high.
 - b. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches (1524 mm) high.
 - 2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
 - 3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
 - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
 - c. Compression Type: Not less than two anchors in each frame.

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- d. Postinstalled Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.
 - 6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
- E. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with butted or mitered hairline joints.
 - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
 - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite are capable of being removed independently.
 - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
 - 4. Provide loose stops and moldings on inside of hollow-metal work.
 - 5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.

2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: SDI A250.10.

2.8 ACCESSORIES

- A. Louvers (if any indicated): Provide sightproof louvers for interior doors, where indicated, which comply with SDI 111C, with blades or baffles formed of 0.020-inch- (0.5-mm-) thick, cold-rolled steel sheet set into 0.032-inch- (0.8-mm-) thick steel frame.
 - 1. Fire-Rated Automatic Louvers: Movable blades closed by actuating fusible link, and listed and labeled for use in fire-rated door assemblies of type and fire-resistance rating indicated.
- B. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

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- C. Grout Guards: Formed from same material as frames, not less than 0.016 inch (0.4 mm) thick.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-rated openings, install frames according to NFPA 80.
 - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frames with removable stops located on secure side of opening.
 - d. Install door silencers in frames before grouting.
 - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
 5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
 6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
 8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.

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- b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.
- B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Steel Doors:
 - a. Between Door and Frame Jambs and Head: 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).
 - b. Between Edges of Pairs of Doors: 1/8 inch (3.2 mm) to 1/4 inch (6.3 mm) plus or minus 1/32 inch (0.8 mm).
 - c. At Bottom of Door: 5/8 inch (15.8 mm) plus or minus 1/32 inch (0.8 mm).
 - d. Between Door Face and Stop: 1/16 inch (1.6 mm) to 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- C. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.
 - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.

3.2 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

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SECTION 083613 - SECTIONAL DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes electrically operated sectional doors.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type and size of sectional door and accessory.
- C. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
- D. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. See Section 016000 "Product Requirements".
- B. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of sectional doors that fail in materials or workmanship within specified warranty period.

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1. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Sectional doors shall comply with performance requirements specified without failure due to defective manufacture, fabrication, installation, or other defects in construction and without requiring temporary installation of reinforcing components.
- B. Structural Performance, Exterior Doors: Capable of withstanding the design wind loads.
 1. Design Wind Load: As indicated on Drawings.
 2. Testing: According to ASTM E 330.

2.2 DOOR ASSEMBLY

- A. Steel Insulated Sectional Door: Sectional door formed with hinged sections and fabricated according to DASMA 102 unless otherwise indicated.
 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Clopay Building Products.
 - b. Haas Door.
 - c. Overhead Door Corporation.
 - d. Raynor.
 - e. Rite-Hite Corporation.
 - f. Wayne-Dalton Corp.
- B. Operation Cycles: Door components and operators capable of operating for not less than 25,000.
- C. Air Infiltration: Maximum rate of 0.23 cfm/sq. ft. at 15 mph when tested according to ASTM E 283.
- D. Installed R-Value: As indicated on drawings.
- E. Steel Sections: Zinc-coated (galvanized) steel sheet with G60 (Z180) zinc coating.
 1. Section Thickness: As indicated on drawings.
 2. Exterior-Face Surface: Flat.
 3. Interior Facing Material: Zinc-coated (galvanized) steel sheet.
- F. Track Configuration: Standard-lift.
- G. Weatherseals: Fitted to bottom and top and around entire perimeter of door.

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- H. Locking Devices: Equip door with slide bolt for padlock.
 - 1. Locking Device Assembly: Single-jamb side.
- I. Manual Door Operator: Push-up operation.
- J. Electric Door Operator:
 - 1. Usage Classification: Medium duty, up to 12 cycles per hour and up to 50 cycles per day or light duty, up to 10 cycles per hour.
 - 2. Operator Type: Manufacturer's standard for door requirements.
 - 3. Safety: Listed according to UL 325 by a qualified testing agency for commercial or industrial use; moving parts of operator enclosed or guarded if exposed and mounted at 8 feet (2.4 m) or lower.
 - 4. Motor Exposure: Interior, clean, and dry.
 - 5. Emergency Manual Operation: Push-up.
 - 6. Obstruction-Detection Device: Automatic photoelectric sensor.
 - 7. Control Station: Interior-side mounted.
- K. Door Finish:
 - 1. Two Coat Baked-On Polyester:: Color and gloss as indicated by manufacturer's designations.
 - 2. Finish of Interior Facing Material: Match finish of exterior section face.
- L. Windows: Approximately 24 by 6 inches (610 by 152 mm) with curved corners or with square corners and spaced apart the approximate distance as indicated on Drawings; in one row at door panel indicated on Drawings; installed with ¼ inch insulated glazing of clear polycarbonate plastic.

2.3 STEEL DOOR SECTIONS

- A. Exterior Section Faces and Frames: Zinc-coated (galvanized), cold-rolled, commercial steel (CS) sheet.
 - 1. Roll horizontal meeting edges to a continuous, interlocking, keyed, rabbeted, shiplap, or tongue-in-groove weather-resistant seal, with a reinforcing flange return.
 - 2. For insulated doors, provide sections with continuous thermal-break construction, separating the exterior and interior faces of door.
- B. Section Ends and Intermediate Stiles: Enclose open ends of sections with channel end stiles formed from galvanized-steel sheet welded to door section. Provide intermediate stiles formed from galvanized-steel sheet, cut to door section profile, and welded in place. Space stiles not more than 48 inches (1219 mm) apart.

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- C. Reinforce bottom section with a continuous channel or angle conforming to bottom-section profile and allowing installation of astragal.
- D. Reinforce sections with continuous horizontal and diagonal reinforcement, as required to stiffen door and for wind loading. Provide galvanized-steel bars, struts, trusses, or strip steel, formed to depth and bolted or welded in place
- E. Provide reinforcement for hardware attachment.
- F. Thermal Insulation: Insulate interior of steel sections with door manufacturer's standard CFC-free insulation, with maximum flame-spread and smoke-developed indexes of 10 or less and 210 or less, respectively, according to ASTM E 84. Enclose insulation completely within steel sections and the interior facing material, with no exposed insulation.
 - 1. Core: Manufacturer's CFC-Free and HCFC-Free polyurethane fully encapsulated insulation.
- G. Reinforce sections with continuous horizontal and diagonal galvanized-steel members as required to stiffen door to meet wind loading requirements.

2.4 TRACKS, SUPPORTS, AND ACCESSORIES

- A. Tracks: Manufacturer's standard, galvanized-steel track system of configuration indicated, sized for door size and weight, designed for lift type indicated and clearances indicated on Drawings, Provide complete system including brackets, bracing, and reinforcement to ensure rigid support of ball-bearing roller guides for required door type, size, weight, and loading.
 - 1. Track Reinforcement and Supports: Galvanized-steel members to support track without sag, sway, and vibration during opening and closing of doors. Slot vertical sections of track spaced 2 inches (51 mm) apart for door-drop safety device.
- B. Weatherseals: Replaceable, adjustable, continuous, compressible weather-stripping gaskets of flexible vinyl, rubber, or neoprene fitted to bottom and top of sectional door unless otherwise indicated.

2.5 HARDWARE

- A. General: Heavy-duty, corrosion-resistant hardware, with hot-dip galvanized, stainless-steel, or other corrosion-resistant fasteners, to suit door type.
- B. Hinges: Heavy-duty, galvanized-steel hinges at each end stile and at each intermediate stile, according to manufacturer's written recommendations for door size. Attach hinges to door sections through stiles and rails.
- C. Rollers: Heavy-duty rollers with steel ball-bearings in case-hardened steel races, mounted with varying projections to suit slope of track. Provide 3-inch- (76-mm-) diameter roller tires for 3-inch- (76-mm-) wide track and 2-inch- (51-mm-) diameter roller tires for 2-inch- (51-mm-) wide track.

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- D. Push/Pull Handles: Equip each push-up operated or emergency-operated door with galvanized-steel lifting handles on each side of door, finished to match door.

2.6 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on single-jamb side, operable from inside only.

2.7 COUNTERBALANCE MECHANISM

- A. Torsion Spring: Counterbalance mechanism consisting of adjustable-tension torsion springs fabricated from steel-spring wire complying with ASTM A 229/A 229M, mounted on torsion shaft made of steel tube or solid steel. Provide springs designed for number of operation cycles indicated.
- B. Cables: Galvanized-steel, multistrand, lifting cables.
- C. Cable Safety Device: Include a spring-loaded steel or spring-loaded bronze cam mounted to bottom door roller assembly on each side and designed to automatically stop door if either lifting cable breaks.
- D. Bracket: Provide anchor support bracket as required to connect stationary end of spring to the wall and to level the shaft and prevent sag.
- E. Bumper: Provide spring bumper at each horizontal track to cushion door at end of opening operation.

2.8 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Push-up Operation: Lift handles and pull rope for raising and lowering doors, with counterbalance mechanism designed so that required lift or pull for door operation does not exceed 25 lbf (111 N).
- C. Chain-Hoist Operator: Consisting of endless steel hand chain, chain-pocket wheel and guard, and gear-reduction unit with a maximum 25-lbf (111-N) force for door operation. Provide alloy-steel hand chain with chain holder secured to operator guide.

2.9 ELECTRIC DOOR OPERATORS

- A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and "operation cycles" requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake,

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clutch, control stations, control devices, integral gearing for locking door, and accessories required for proper operation.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Chamberlain Group, Inc. (The).
 2. Comply with NFPA 70.
 3. Control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6; with NFPA 70, Class 2 control circuit, maximum 24-V ac or dc.
- B. Usage Classification: Electric operator and components capable of operating for not less than number of cycles per hour indicated for each door.
- C. Door-Operator Type: Unit consisting of electric motor, gears, pulleys, belts, sprockets, chains, and controls needed to operate door and meet required usage classification.
- D. Motors: Reversible-type motor with controller (disconnect switch) for motor exposure indicated.
1. Electrical Characteristics:
 - a. Phase: Single phase.
 - b. Volts: 115.
 - c. Hertz: 60.
 2. Motor Size: Minimum size as indicated. If not indicated, large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. (203 mm/s) and not more than 12 in./sec. (305 mm/s), without exceeding nameplate ratings or service factor.
- E. Obstruction Detection Device: External entrapment protection consisting of indicated automatic safety sensor capable of protecting full width of door opening. Activation of device immediately stops and reverses downward door travel.
1. Photoelectric Sensor: Manufacturer's standard system designed to detect an obstruction in door opening without contact between door and obstruction.
 - a. Self-Monitoring Type: Designed to interface with door operator control circuit to detect damage to or disconnection of sensing device. When self-monitoring feature is activated, door closes only with sustained pressure on close button.
- F. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure, push-button control labeled "Close."
1. Interior-Mounted Units: Full-guarded, surface-mounted, heavy-duty type, with general-purpose NEMA ICS 6, Type 1 enclosure.
- G. Portable, Radio-Control System as recommended by door operator manufacturer; consisting of one of the following:
1. Three-channel universal coaxial receiver to open, close and stop door.

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2. Portable control device to open and stop door may be momentary-contact type; control to close door shall be sustained or constant-pressure type.
 3. Provide a direct wall remote antenna with cable of required length to receiver. Linear EXA-2000 or equal.
 4. Provide two single button remotes for each door operator receiver, Multicord or equal.
- H. Emergency Manual Operation: Equip electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 25 lbf (111 N).
- I. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- J. Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install sectional doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Tracks: Provide sway bracing, diagonal bracing, and reinforcement as required for rigid installation of track and door-operating equipment.
- C. Accessibility: Install sectional doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.
- D. Power-Operated Doors: Install automatic garage doors openers according to UL 325.
- E. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- F. Touch-up Painting: Immediately after welding galvanized materials, clean welds and abraded galvanized surfaces and repair galvanizing to comply with ASTM A 780/A 780M.

3.2 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain sectional doors.

END OF SECTION 083613

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SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Mechanical door hardware for the following:
 - a. Swinging doors.
 - 2. Cylinders for door hardware specified in other Sections.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product indicated.
- C. Shop Drawings: Details of electrified door hardware.
- D. Samples: For each exposed product and for each color and texture specified.
- E. Other Action Submittals:
 - 1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - a. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
 - b. Content: Include the following information:
 - 1) Identification number, location, hand, fire rating, size, and material of each door and frame.
 - 2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - 3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - 4) Description of electrified door hardware sequences of operation and interfaces with other building control systems.
 - 2. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks.

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1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
- B. Source Limitations: Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.
- C. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in 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 or UL 10C, unless otherwise indicated.
- D. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- E. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- F. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines ICC/ANSI A117.1.
 - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
 - 2. Comply with the following maximum opening-force requirements:
 - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
 - b. Sliding or Folding Doors: 5 lbf (22.2 N) applied parallel to door at latch.
 - c. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - 3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.
 - 4. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver keys to Owner at project closeout.

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1.5 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Door Hardware: Three (3) cylinder lock cores.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled on Drawings to comply with requirements in this Section.
 - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and or approved equal products complying with BHMA designations referenced.
 - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in the "Door Hardware Schedule" on drawings. Products are identified by using door hardware designations, as follows:
 - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements.
 - 2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

2.2 HINGES

- A. Hinges: BHMA A156.1.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Baldwin Hardware Corporation.
 - b. Bommer Industries, Inc.
 - c. Hager Companies.
 - d. IVES Hardware; an Ingersoll-Rand company.
 - e. Stanley Commercial Hardware; Div. of The Stanley Works.

2.3 MECHANICAL LOCKS AND LATCHES

- A. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.

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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: Manufacturer's special strike box fabricated for aluminum framing.
4. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.

B. Bored Cylinder Locks: ANSI A156.2; Grade 1; Series 4000.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group Company.
 - b. Schlage Commercial Lock Division; an Ingersoll-Rand company.
 - c. Yale Security Inc.; an ASSA ABLOY Group company.

2.4 MANUAL FLUSH BOLTS

A. Manual Flush Bolts: BHMA A156.16; minimum 3/4-inch (19-mm) throw; designed for mortising into door edge.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Adams Rite Manufacturing Co.; an ASSA ABLOY Group company.
 - b. IVES Hardware; an Ingersoll-Rand company.
 - c. Trimco.

2.5 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

1. Manufacturer: Same manufacturer as for locking devices.
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
 - b. Schlage Commercial Lock Division; an Ingersoll-Rand company.
 - c. Yale Security Inc.; an ASSA ABLOY Group company.

B. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide Five (5) construction master keys.

2.6 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.

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1. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.
- B. Keys: Nickel silver.
1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
 - a. Notation: "DO NOT DUPLICATE."
 2. Quantity: In addition to one extra key blank for each lock, provide the following:
 - a. Cylinder Change Keys: Three.
 - b. Master Keys: Seven.

2.7 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. LCN Closers; an Ingersoll-Rand company.
 - b. Norton Door Controls; an ASSA ABLOY Group company.
 - c. Rixson Specialty Door Controls; an ASSA ABLOY Group company.

2.8 MECHANICAL STOPS AND HOLDERS

- A. Wall- and Door-Mounted Stops: Polished cast brass, bronze, or aluminum base metal.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. IVES Hardware; an Ingersoll-Rand company.
 - b. Stanley Commercial Hardware; Div. of The Stanley Works.

2.9 OVERHEAD STOPS AND HOLDERS

- A. Overhead Stops and Holders: BHMA A156.8.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Glynn-Johnson; an Ingersoll-Rand company.
 - b. Rockwood Manufacturing Company.

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2.10 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot (0.000774 cu. m/s per m) of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Hager Companies.
 - b. National Guard.
 - c. Zero International.

2.11 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Hager Companies.
 - b. Pemko Manufacturing Co.; an ASSA ABLOY Group company.
 - c. Zero International.

2.12 LATCH PROTECTOR

- A. Surface applied .105 inch minimum stainless steel cadmium plated plate with jamb pin. Square punch plate for 5/16" carriage bolts and hex drive sex nuts.

2.13 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
 - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 - 2. Fire-Rated Applications:
 - a. Wood or Machine Screws: For the following:
 - 1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
 - 2) Strike plates to frames.

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- 3) Closers to doors and frames.
- b. Steel Through Bolts: For the following unless door blocking is provided:
 - 1) Surface hinges to doors.
 - 2) Closers to doors and frames.
 - 3) Surface-mounted exit devices.
- 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
- 4. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
- 5. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.14 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
- B. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
- C. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
 - 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- D. Install each door hardware item to comply with manufacturer's 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 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.

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2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- E. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- F. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 1. Replace construction cores with permanent cores as indicated in keying schedule.
- G. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- H. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- I. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- J. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- K. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.
- L. 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.

3.2 DOOR HARDWARE SCHEDULE

Door Hardware Set No.: See Hardware Schedule on Page A-1 of Drawings.

END OF SECTION 087100

SECTION 099112 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each product indicated.
- C. Samples: For each type of finish-coat material indicated.

1.3 PROJECT CONDITIONS

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.4 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
 - 1. Quantity: 3 percent, but not less than 1 gal. (3.8 L) or 1 case, as appropriate, of each material and color applied.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Benjamin Moore & Co. (Benjamin Moore)
 - 2. ICI Dulux Paint Centers (ICI Dulux Paints)
 - 3. PPG Industries (Pittsburgh Paints)
 - 4. Pratt & Lambert
 - 5. The Sherwin-Williams Co. (Sherwin-Williams)

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Chemical Components of Interior Paints and Coatings: Provide products that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions:
 - 1. Flat Paints and Coatings: VOC not more than 50 g/L.
 - 2. Non-Flat Paints and Coatings: VOC not more than 150 g/L.
 - 3. Anticorrosive Coatings: VOC not more than 250 g/L.
 - 4. Varnishes and Sanding Sealers: VOC not more than 350 g/L.
 - 5. Stains: VOC not more than 250 g/L.
 - 6. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 - 7. Restricted Components: Paints and coatings shall not contain acrolein; acrylonitrile; antimony; benzene; butyl benzyl phthalate; cadmium; di (2-ethylhexyl) phthalate; di-n-

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butyl phthalate; di-n-octyl phthalate; 1,2-dichlorobenzene; diethyl phthalate; dimethyl phthalate; ethylbenzene; formaldehyde; hexavalent chromium; isophorone; lead; mercury; methyl ethyl ketone; methyl isobutyl ketone; methylene chloride; naphthalene; toluene (methylbenzene); 1,1,1-trichloroethane; or vinyl chloride.

- D. Colors: As selected from manufacturer's full range.

2.3 PREPARATORY COATS

- A. Concrete Unit Masonry Block Filler: High-performance latex block filler of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
- B. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.
 2. Zinc-Coated Metal Substrates: Galvanized metal primer.
 3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.
- C. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
 2. Zinc-Coated Metal Substrates: Galvanized metal primer.
 3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- C. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

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1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
1. Provide barrier coats over incompatible primers or remove and reprime.
 2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
 - c. If transparent finish is required, backprime with spar varnish.
 - d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.
 - e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
 4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
 5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- E. Material Preparation:
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

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- F. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convactor covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
 5. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
- G. Sand lightly between each succeeding enamel or varnish coat.
- H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Omit primer over metal surfaces that have been shop primed and touchup painted.
 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
- I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- K. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- L. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- M. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- N. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting,

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holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

- O. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
- P. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

3.2 CLEANING AND PROTECTING

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.3 PAINT SCHEDULE

- A. Paint Schedule is based on Sherwin-Williams Co. paint systems for the various substrates indicated:
- B. New surfaces to be painted:
 - 1. Interior ferrous metals:
 - a. 1 coat S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series (2-4 mils dry).
 - b. 2 coats S-W ProMar 200 Waterbased Acrylic/Alkyd Semi-Gloss, B34-8200 Series (1.7 mils dry per coat).
 - 2. Exterior ferrous metals:
 - a. 1 coat S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series (2-4 mils dry) (deleted if shop primed).
 - b. 2 coats S-W A-100 Exterior Latex Satin, A82 Series (1.4 mils dry per coat).
 - 3. Interior C.M.U. wall is wash bay:
 - a. 1 coat S-W Loxon Block Surfacers, A24W200.
 - b. 2 coats Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-300 Series.

END OF SECTION 099112

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SECTION 104416 - FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 COORDINATION

- A. Coordinate type and capacity of fire extinguishers with fire-protection cabinets to ensure fit and function.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Fire Extinguishers: Type, size, and capacity for each fire-protection cabinet and mounting bracket indicated.

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1. Basis-of-Design Product: Subject to compliance with requirements, provide Cosmic 10E 10 lb dry chemical fire extinguisher as manufactured by J. L. Industries, Inc; a division of Activar Construction Products Group or comparable product by one of the following:
 - a. Badger Fire Protection.
 - b. Kidde Residential and Commercial Division; Subsidiary of Kidde plc.
 - c. Larsens Manufacturing Company.
 - d. Potter Roemer LLC.
 - e. Strike First Corporation of America.
 2. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B, and bar coding for documenting fire-extinguisher location, inspections, maintenance, and recharging.
- B. Multipurpose Dry-Chemical Type: UL-rated 10 pound nominal capacity, with monoammonium phosphate-based dry chemical in manufacturer's standard enameled container.

2.3 MOUNTING BRACKETS

- A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or red baked-enamel finish.
1. Basis-of-Design Product: Subject to compliance with requirements, provide bracket by JL Industries, Inc.; a division of the Activar Construction Products Group or comparable product by one of the following:
 - a. Badger Fire Protection.
 - b. Larsens Manufacturing Company.
 - c. Potter Roemer LLC.
 - d. Strike First Corporation of America.
 - B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.
 1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.
 - a. Orientation: Horizontal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine fire extinguishers for proper charging and tagging.
1. Remove and replace damaged, defective, or undercharged fire extinguishers.

- B. Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
 - 1. Mounting Brackets: As indicated on Drawings.
- C. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION 104416

SECTION 133419 - METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Structural-steel framing.
 - 2. Metal roof panels.
 - 3. Metal wall panels.
 - 4. Thermal insulation.
 - 5. Accessories.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of metal building system component.
- C. Shop Drawings: For metal building system components. Include plans, elevations, sections, details, and attachments to other work.
- D. Samples: For each type of exposed finish required.
- E. Delegated-Design Submittal: For metal building systems indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Metal Building System Certificates: For each type of metal building system, from manufacturer.
 - 1. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:
 - a. Name and location of Project.
 - b. Order number.
 - c. Name of manufacturer.

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- d. Name of Contractor.
- e. Building dimensions including width, length, height, and roof slope.
- f. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
- g. Governing building code and year of edition.
- h. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).
- i. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
- j. Building-Use Category: Indicate category of building use and its effect on load importance factors.
- k. AISC Certification for Category MB: Include statement that metal building system and components were designed and produced in an AISC-Certified Facility by an AISC-Certified Manufacturer.

C. Material test reports.

D. Source quality-control reports.

E. Field quality-control reports.

F. Warranties: Sample of special warranties.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer and member of MBMA.

- 1. AISC Certification for Category MB: An AISC-Certified Manufacturer that designs and produces metal building systems and components in an AISC-Certified Facility.
- 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.

B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

- 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- 2. AWS D1.3, "Structural Welding Code - Sheet Steel."

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- D. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings," for design requirements and allowable stresses.
- E. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.

1.6 WARRANTY

- A. Special Warranty on Metal Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 25 years (Galvalume) and 35 years (PVDF) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. A&S Building Systems, Inc.; Division of NCI Building Systems, L.P.
 - 2. American Buildings Company; Division of Nucor Corp.
 - 3. Butler Manufacturing Company; a BlueScope Steel company.
 - 4. Ceco Building Systems; Division of NCI Building Systems, L.P.
 - 5. Chief Buildings; Division of Chief Industries, Inc.
 - 6. Nucor Building Systems.
 - 7. USA, Inc.
 - 8. VP Buildings; a United Dominion company.

2.2 METAL BUILDING SYSTEM PERFORMANCE

- A. Delegated Design: Design metal building system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Metal building systems shall be designed according to procedures in MBMA's "Metal Building Systems Manual."
 - 1. Design Loads: As indicated on Drawings.
 - 2. Design Loads: As required by The Ohio Building Code.

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3. Deflection Limits: Design metal building system assemblies to withstand design loads with deflections no greater than the following:
 - a. Purlins and Rafters: Vertical deflection of 1/180 of the span.
 - b. Girts: Horizontal deflection of 1/180 of the span.
 - c. Metal Roof Panels: Vertical deflection of 1/180 of the span.
 - d. Metal Wall Panels: Horizontal deflection of 1/180 of the span.
 - e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
 4. Drift Limits: Engineer building structure to withstand design loads with drift limits no greater than the following:
 - a. Lateral Drift: Maximum of 1/100 of the building height.
 5. Metal panel assemblies shall withstand the effects of gravity loads and loads and stresses within limits and under conditions indicated according to ASTM E 1592.
- C. Seismic Performance: Metal building systems shall withstand the effects of earthquake motions determined according to The Ohio Building Code.
- D. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- E. Air Infiltration for Metal Roof Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) of roof area when tested according to ASTM E 1680 at negative test-pressure difference of 1.57 lbf/sq. ft. (75 Pa).
- F. Air Infiltration for Metal Wall Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) of wall area when tested according to ASTM E 283 at static-air-pressure difference of 1.57 lbf/sq. ft. (75 Pa).
- G. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E 1646 at test-pressure difference of 2.86 lbf/sq. ft. (137 Pa).
- H. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E 331 at a wind-load design pressure of not less than 2.86 lbf/sq. ft. (137 Pa).
- I. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for Class 90.
- J. Solar Reflectance Index: Not less than 29 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.

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- K. Energy Performance: Provide roof panels with initial solar reflectance not less than 28 percent and emissivity not less than .75 when tested according to CRRC.

2.3 STRUCTURAL-STEEL FRAMING

- A. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafter, rake, and canopy beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.
 - 1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly.
 - 2. Frame Configuration: Gable.
 - 3. Exterior Column Type: Uniform depth or tapered.
 - 4. Rafter Type: Uniform depth or Tapered.
- B. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly.
- C. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating.
- D. Bolts: Provide plain-finish bolts for structural-framing components that are primed or finish painted. Provide zinc-plated or hot-dip galvanized bolts for structural-framing components that are galvanized.
- E. Finish: Factory primed. Apply specified primer immediately after cleaning and pretreating.

2.4 METAL ROOF PANELS

- A. Standing-Seam Trapezoidal-Rib, Metal Roof Panels: Formed with interlocking ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels.
 - 1. Material: Zinc-coated (galvanized) or Aluminum-zinc alloy-coated steel sheet, 0.028-inch (0.72-mm) – 24 gauge nominal thickness.
 - a. Panel exterior finish: Galvalume.
 - 2. Clips: Manufacturer's standard, floating type to accommodate over-purlin insulation thickness thermal movement; fabricated from zinc-coated (galvanized) steel, aluminum-zinc alloy-coated steel, or stainless-steel sheet.

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3. Joint Type: Mechanically seamed with electric seamer, folded according to manufacturer's standard 360 degree seam.
4. Thermal Blocks: Provide thermal blocks at roof assembly per building manufacturer's standard thermal block application.
5. Panel Coverage: 24 inches (307 mm).
6. Panel Height: 3 inches (76 mm).
7. Uplift Rating: UL 90.

2.5 METAL WALL PANELS

- A. Reverse-Rib-Profile, Exposed-Fastener Metal Wall Panels: Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.
 1. Material: Zinc-coated (galvanized) or Aluminum-zinc alloy-coated steel sheet, 0.022-inch (0.56-mm) 26 gauge nominal thickness.
 - a. Exterior Finish: Two-coat fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range.
 2. Major-Rib Spacing: 12 inches (305 mm) o.c.
 3. Panel Coverage: 36 inches (914 mm).
 4. Panel Height: 1.25 inches (32 mm).

2.6 METAL WALL LINER PANELS

- A. Exposed-Fastener, Tapered-Rib, Metal Wall Panels: Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.
 1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.022-inch (0.56 mm) 26 gauge nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Exterior Finish: Siliconized polyester.
 - b. Color: As selected by Architect from manufacturer's full range.
 2. Major-Rib Spacing: 12 inches (305 mm) o.c.
 3. Panel Coverage: 36 inches (914 mm).
 4. Panel Height: 1.25 inches (32 mm).

2.7 METAL SOFFIT PANELS

- A. General: Provide factory-formed metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Metal soffit Panels: Profile and gauge as indicated on drawings.
 - 1. Exterior Finish: Two-coat fluoropolymer.
 - 2. Color: As selected by Architect from manufacturer's full range.

2.8 FIELD-INSTALLED THERMAL INSULATION

- A. Metal Building and Roof Wall Insulation: ASTM C 991, Type I; or NAIMA 202, glass-fiber-blanket insulation; 0.5-lb/cu. ft. (8-kg/cu. m) density; with (2) 3-inch- (76-mm-) wide, continuous, vapor-tight edge tabs; and with a flame-spread index of 25 or less.
 - 1. Vapor-Retarder Facing: ASTM C 1136 Type II, IV with permeance not greater than 0.02 perm (1.15 ng/Ns) when tested according to ASTM E 96, Procedure A.
 - a. Composition: White film; metallized polypropylene, tri-directional fiberglass/polyester reinforced as manufactured by Lamtec Corporation "WMP-10" or equal.
 - 1) Color: White
 - b. Insulation Thickness: As indicated on drawings.
 - c. Bursting Strength: ASTM D774; 65 PSI (4.6 kg/cm²).

2.9 ACCESSORIES

- A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
- C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.

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- D. Flashing and Trim: Formed from 0.022-inch (0.56-mm) nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match adjacent metal panels.
- E. Gutters: Formed from 0.022-inch (0.56-mm) 26 gauge nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2438-mm-) long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."
 - 1. Gutter Supports: Fabricated from same material and finish as gutters.
 - 2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.
- F. Downspouts: Formed from 0.022-inch (0.56-mm) 26 gauge nominal-thickness, zinc-coated (galvanized) steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot- (3-m-) long sections, complete with formed elbows and offsets.
 - 1. Mounting Straps: Fabricated from same material and finish as gutters.
- G. Roof Curbs (if any indicated): Fabricated from minimum 0.052-inch (1.32-mm) 18 gauge nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match metal roof panels; capable of withstanding loads of size and height indicated.
- H. Pipe Flashing: Premolded, EPDM pipe collar with flexible aluminum ring bonded to base.

2.10 FABRICATION

- A. General: Design components and field connections required for erection to permit easy assembly.
 - 1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
 - 2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.
- B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
- C. Primary Framing: Shop fabricate framing components to size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
- D. Secondary Framing: Shop fabricate framing components to size and section by roll-forming or break-forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.

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- E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

PART 3 - EXECUTION

3.1 ERECTION OF STRUCTURAL FRAMING

- A. Erect metal building system according to manufacturer's written erection instructions and erection drawings.
- B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.
- C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.
- D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.
- F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
 - 1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for bolt type and joint type specified.
 - a. Joint Type: Snug tightened or pretensioned.

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- G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.
 - 1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
 - 2. Locate and space wall girts to suit openings such as doors and windows.
 - 3. Locate canopy framing as indicated.
 - 4. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.
- H. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.
 - 1. Tighten rod and cable bracing to avoid sag.
 - 2. Locate interior end-bay bracing only where indicated.
 - 3. Coordinate bracing location not to interfere with wall finishes. Provide portal frame bracing in lieu of x-bracing where necessary.
- I. Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.
- J. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

3.2 METAL PANEL INSTALLATION, GENERAL

- A. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
 - a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.
 - 2. Install metal panels perpendicular to structural supports unless otherwise indicated.
 - 3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Locate metal panel splices over, but not attached to, structural supports with end laps in alignment.
 - 6. Lap metal flashing over metal panels to allow moisture to run over and off the material.
- B. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.

1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.
- D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants recommended by metal panel manufacturer.
1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants" at wall penetrations.

3.3 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
1. Install ridge caps as metal roof panel work proceeds.
 2. Install metal building roof insulation according to insulation manufacturer's instructions.
 3. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.
1. Install clips to supports with self-drilling or self-tapping fasteners.
 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 4. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged for a 360 degree seam.
 5. Rigidly fasten eave end of metal roof panels and allow ridge end free movement due to thermal expansion and contraction. Predrill panels for fasteners.
 6. Provide metal closures at peaks, rake edges, rake walls and each side of ridge caps.

3.4 METAL WALL PANEL INSTALLATION

- A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
 2. Shim or otherwise plumb substrates receiving metal wall panels.
 3. When two rows of metal panels are required, lap panels 4 inches (102 mm) minimum.
 4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
 5. Rigidly fasten base end of metal wall panels and allow eave end free movement due to thermal expansion and contraction. Predrill panels.
 6. Flash and seal metal wall panels with weather closures at eaves, rakes, and at perimeter of all openings. Fasten with self-tapping screws.
 7. Install screw fasteners in predrilled holes.
 8. Install flashing and trim as metal wall panel work proceeds.
 9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated; or, if not indicated, as necessary for waterproofing.
 10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
 11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.
- B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

3.5 THERMAL INSULATION INSTALLATION

- A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
 2. Tape joints and ruptures in vapor retarder and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
 3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
- B. Blanket Roof Insulation: Comply with the following installation method:

1. Over-Purlin-with-Spacer-Block: Installation (note manufacturer's installation instructions supersede the following installation method): Extend first layer of insulation with vapor retarder face exposed in room space. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Hold in place by metal panels and standing seam roof panel clips fastened to secondary framework.
 - a. Thermal Spacer Blocks: Where standing seam metal roof panels attach directly to purlins with clips, install thermal spacer blocks.
- C. Blanket Wall Insulation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing with vinyl facing exposed into room space. Hold in place by metal wall panels fastened to secondary framing. Adhere additional cavity wall unfaced insulation to vinyl facing behind liner panels to fill cavities.

3.6 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches (914

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mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

- D. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.
 - 1. Provide elbows at base of downspouts to direct water away from building.
 - 2. Tie downspouts to underground drainage system indicated.
- E. Circular Roof Ventilators (if any indicated): Set ventilators complete with necessary hardware, anchors, dampers, weather guards, rain caps, and equipment supports. Mount ventilators on flat level base. Install preformed filler strips at base to seal ventilator to metal roof panels.
- F. Continuous Roof Ventilators (if any indicated): Set ventilators complete with necessary hardware, anchors, dampers, weather guards, rain caps, and equipment supports. Join sections with splice plates and end-cap skirt assemblies where required to achieve indicated length. Install preformed filler strips at base to seal ventilator to metal roof panels.
- G. Roof Curbs (if any indicated): Install curbs at locations indicated on Drawings. Install flashing around bases where they meet metal roof panels.
- H. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

3.7 FIELD QUALITY CONTROL

Testing and Inspection of materials under this section shall require special inspections as outlined in Section 1705 of The Ohio Building Code. Contractor shall be responsible for coordination of the required testing and inspections with the Agency retained for such services by the Owner.

- 1. See Section 014550 – Testing and Special Inspections.

END OF SECTION 133419

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SECTION 221113 – FACILITY WATER DISTRIBUTION PIPING

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 water-distribution piping and related components for combined water service and fire-service mains.
- B. Proposed Substitutions: See Section 016000 “Product Requirements.”

1.3 DEFINITIONS

- 1. PA: Polyamide (nylon) plastic.
- 2. PE: Polyethylene plastic.
- 3. PEX: Crosslinked polyethylene plastic.
- 4. PP: Polypropylene plastic.
- 5. PVC: Polyvinyl chloride plastic.
- 6. RTRF: Reinforced thermosetting resin (fiberglass) fittings.
- 7. RTRP: Reinforced thermosetting resin (fiberglass) pipe.

1.4 SUBMITTALS

- A. Submittal Procedure: See Section 013300 “Submittal Procedures.”
- B. Product Data: For each type of product indicated.
- C. Field quality-control test reports.
- D. Operation and Maintenance Data: For water valves and specialties to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements:

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1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:
 1. Ensure that valves are dry and internally protected against rust and corrosion.
 2. Protect valves against damage to threaded ends and flange faces.
 3. Set valves in best position for handling. Set valves closed to prevent rattling.
- B. During Storage: Use precautions for valves, including fire hydrants, according to the following:
 1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
 2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.
- C. Handling: Use sling to handle valves and fire hydrants if size requires handling by crane or lift. Rig valves to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.
- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.
- G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:
 1. Notify Owner, Engineer, and Resident no fewer than two days in advance of proposed interruption of service.
- B. Coordinate connection to water main with the Village of Miller City and Miller City/New Cleveland Schools.

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PART 2 - PRODUCTS

2.1 PE PIPE AND FITTINGS

- A. PE, ASTM Pipe: Copper Tube Size (CTS) ASTM D 2239, SDR No. 5.3, 7, or 9; with PE compound number required to give pressure rating not less than 160 psig.
 - 1. Insert Fittings for PE Pipe: Compression fittings ASTM D 2609, made of PA, PP, or PVC with serrated male insert ends matching inside of pipe. Include bands or crimp rings.

2.2 CORPORATION VALVES AND CURB VALVES

- A. Manufacturers:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Ford Meter Box Company, Inc. (The); Pipe Products Div.
 - b. Mueller Co.; Water Products Div.
- B. Service-Saddle Assemblies: Comply with AWWA C800. Include saddle and valve compatible with tapping machine.
 - 1. Service Saddle: Copper alloy with seal and AWWA C800, threaded outlet for corporation valve.
 - 2. Corporation Valve: Bronze body and ground-key plug, with AWWA C800, threaded inlet and outlet matching service piping material.
 - 3. Manifold: Copper fitting with two to four inlets as required, with ends matching corporation valves and outlet matching service piping material.
- C. Curb Valves: Comply with AWWA C800. Include bronze body, ground-key plug or ball, and wide tee head, with inlet and outlet matching service piping material.
- D. Service Boxes for Curb Valves: Similar to AWWA M44 requirements for cast-iron valve boxes. Include cast-iron telescoping top section of length required for depth of burial of valve, plug with lettering "WATER," and bottom section with base that fits over curb valve and with a barrel approximately 3 inches in diameter.
 - 1. Shutoff Rods: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and slotted end matching curb valve.

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2.3 WATER METERS

- A. Water meters and remote reader will be furnished by the Owner and installed by the Plumbing Contractor. Plumbing Contractor shall coordinate the installation of the water meter with the local water utility.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Division 31 Section "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

- A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications.
- B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used, unless otherwise indicated.
- C. Do not use flanges or unions for underground piping.
- D. Flanges, unions, grooved-end-pipe couplings, and special fittings may be used, instead of joints indicated, on aboveground piping and piping in vaults.
- E. Underground water-service piping 2" shall be the following:
 - 1. PE, ASTM pipe with compression fittings as outlined in Section 2.1.

3.3 VALVE APPLICATIONS

- A. General Application: Use mechanical-joint-end valves for NPS 3 and larger underground installation. Use threaded- or flanged-end valves for installation in vaults. Use UL/FMG, nonrising-stem gate valves for installation with indicator posts. Use corporation valves and curb valves with ends compatible with piping, for NPS 2 and smaller installation.
- B. Drawings indicate valve types to be used.

3.4 PIPING INSTALLATION

- A. Water-Main Connection: Tap water main according to requirements of water utility company and of size and in location indicated.
- B. Make connections larger than NPS 2 with tapping machine according to the following:

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1. Install tapping sleeve and tapping valve according to MSS SP-60.
 2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
 4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.
- C. Make connections NPS 2 and smaller with drilling machine according to the following:
1. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
 2. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in main. Remove drilling machine and connect water-service piping.
 3. Install corporation valves into service-saddle assemblies.
 4. Install manifold for multiple taps in water main.
 5. Install curb valve in water-service piping with head pointing up and with service box.
- D. Install PE pipe according to ASTM D 2774 and ASTM F 645.
- E. Install PVC, AWWA pipe according to ASTM F 645 and AWWA M23.
- F. Bury piping with depth of cover as shown on the drawings.
- G. Install piping by tunneling or jacking, or combination of both, under streets and other obstructions that cannot be disturbed.
- H. Extend water-service piping and connect to water-supply source.

3.5 ANCHORAGE INSTALLATION

- A. Anchorage, General: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:
1. Concrete thrust blocks.
 2. Locking mechanical joints.
 3. Set-screw mechanical retainer glands.
 4. Bolted flanged joints.
 5. Pipe clamps and tie rods.

END OF SECTION 221113

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SECTION 221313 - FACILITY SANITARY SEWERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedure: See Section 013300 "Submittal Procedures."
- B. Product Data: For expansion joints.
- C. Shop Drawings: For manholes. Include plans, elevations, sections, details, and frames and covers.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from sewer system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.
- B. Product Certificates: For each type of pipe certificates from manufacturer.
- C. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PVC PIPE AND FITTINGS

- A. PVC Type PSM Sewer Piping:
 - 1. Pipe: ASTM D 3034, SDR 35, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
 - 2. Fittings: ASTM D 3034, PVC with bell ends.
 - 3. Gaskets: ASTM F 477, elastomeric seals.

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PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow, at minimum slope of 1% percent unless otherwise indicated.
 - 2. Install PVC Type PSM sewer piping according to ASTM D 2321 and ASTM F 1668.
- F. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Join PVC Type PSM sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
 - 2. Join dissimilar pipe materials with nonpressure-type, flexible fernco couplings.

3.4 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts, and use cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 - 1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
 - 2. Use Medium-Duty, top-loading classification cleanouts in paved foot-traffic areas.
 - 3. Use Heavy-Duty, top-loading classification cleanouts in vehicle-traffic service areas.
 - 4. Use Extra-Heavy-Duty, top-loading classification cleanouts in roads.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.5 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping to building's sanitary building drains as indicated on the drawings.
- B. Make connections to existing piping and underground manholes.
 - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye fitting plus 6-inch overlap with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 - 2. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 - 3. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
- C. Connect to oil interceptor specified as indicated on the drawings.

3.6 IDENTIFICATION

- A. Materials and their installation are specified in Section 312000 "Earth Moving." Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
 - 1. Use warning tape over ferrous piping.

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2. Use detectable warning tape over nonferrous piping and over edges of underground manholes.

3.7 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 1. Submit separate report for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 4. Submit separate report for each test.
 5. Air Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Option: Test plastic gravity sewer piping according to ASTM F 1417.
 6. Manholes: Perform hydraulic test according to ASTM C 969.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.

3.8 CLEANING

- A. Clean dirt and superfluous material from interior of piping. Flush with potable water.

END OF SECTION 221313

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SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing site utilities.
7. Temporary erosion- and sedimentation-control measures. (If any required)

1.2 MATERIAL OWNERSHIP

- ##### A.
- Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- ##### A.
- Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- ##### B.
- Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- ##### C.
- Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- ##### D.
- Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

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- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL (If required - See Section 015000 "Temporary Facilities and Controls," Sub-paragraph 3.5.C.)

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

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- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- C. Removal of underground utilities is included in earthwork sections and with applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security and utilities sections.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 2. Use only hand methods for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

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1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches or the depth indicated on the soil borings, whichever is deeper, in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses and plants.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase course and base course for asphalt paving.
6. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

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2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

- A. Pre-excavation Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- B. Do not commence earth moving operations until plant-protection measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 or a combination of these groups.

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1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

- D. Subbase Material: ODOT No. 304's or 411's
- E. Base Course: ODOT No. 304's or 411's
- F. Engineered Fill: ODOT No. 304's or 411's
- G. Bedding Course: ODOT No. 57's
- H. Drainage Course: ODOT No. 57's

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil

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materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: Per pipe manufacturer's specifications.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:

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1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength as indicated on drawings, may be used when approved by Architect.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.

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Concrete is specified in "Cast-in-Place Concrete" Section 033053 "Miscellaneous Cast-in-Place Concrete."

- D. Trenches under Roadways: Backfill trenches completely with compacted ODOT No. 411's.
- E. Place and compact initial backfill of subbase material or satisfactory soil, free of particles larger than 1 inch in any dimension, to the top of excavation.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 and ASTM D 1557:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Shape subbase course and base course to required crown elevations and cross-slope grades.

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2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698 and ASTM D 1557.

3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
 1. See Section 014550 – Testing Inspection Services.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

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END OF SECTION 312000

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EARTH MOVING

312000 - 9

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Asphalt surface treatments.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 DEFINITIONS

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.
- B. DOT: Department of Transportation.

1.3 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt patching according to materials, workmanship, and other applicable requirements of standard specifications of state or local DOT.
 - 1. Standard Specification: Ohio DOT Item 253 – Pavement Repair and Item 448 Asphalt Concrete
 - 2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.4 SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of Hot-Mix Asphalt indicated.
- C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer.
 - 1. Manufacturer shall be a paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.

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- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.
- C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
 - 1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
 - 2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
 - 3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or properly cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, properly cured blast-furnace slag, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO MP 1, PG 64-22.
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material.
- C. Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-30 or MC-70.
- D. Prime Coat: Asphalt emulsion prime complying with Ohio DOT requirements.

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- E. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- F. Water: Potable.
- G. Undersealing Asphalt: ASTM D 3141, pumping consistency.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073, Grade Nos. 2 or 3.
- C. Joint Sealant: ASTM D 3405, hot-applied, single-component, polymer-modified bituminous sealant.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: Ohio DOT Item 301, PG 64-22 Binder
 - 3. Intermediate Course: Ohio DOT Item 448, Type 2 Asphalt Concrete, PG 64-22 Binder
 - 4. Surface Course: Ohio DOT Item 448, Type 1 Asphalt Concrete, PG 64-22 Binder

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PAVING

- A. Hot-Mix Asphalt Pavement: Cut excavation faces vertically. Remove excavated material. Compact existing unbound-aggregate base course to form new subgrade.

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- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
- D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.3 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.
 - 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 - 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
 - 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd.. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.

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1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 2. Protect primed substrate from damage until ready to receive paving.
- D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.5 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at minimum temperature of 250 deg F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.6 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.

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3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.8 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base/Intermediate Course: Plus or minus 1/2 inch.

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2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
1. Base/intermediate Course: 1/4 inch.
 2. Surface Course: 1/8 inch.
 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.

3.10 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION 321216

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Driveways.
 - 2. Roadways.
 - 3. Parking lots.
 - 4. Curbs and gutters.
 - 5. Walks.
- B. Proposed Substitutions.: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product indicated.
- C. Other Action Submittals:
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.3 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301 unless otherwise indicated.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

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- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- D. Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified.

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. ODOT Class C Concrete or equivalent per current ODOT specification.

2.3 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B, dissipating.

2.4 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

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2.5 PAVEMENT MARKINGS

1. Comply with ODOT Item 642.

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 1. ODOT Class C Concrete or equivalent mix per current ODOT spec.
- B. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness[, to match jointing of existing adjacent concrete paving]:
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch and 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, placing, and consolidating concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed paving surface with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

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1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these.

3.8 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 1. Elevation: 3/4 inch .
 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 3. Surface: Gap below 10-foot-long, unlevelled straightedge not to exceed 1/2 inch.
 4. Joint Spacing: 3 inches.
 5. Contraction Joint Depth: Plus 1/4 inch, no minus.
 6. Joint Width: Plus 1/8 inch, no minus.

3.9 PAVEMENT MARKING

- A. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

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3.10 WHEEL STOPS

- A. Install wheel stops in bed of adhesive applied as recommended by manufacturer.
- B. Securely attach wheel stops to paving with not less than two galvanized-steel dowels located at one-quarter to one-third points. Install dowels in drilled holes in the paving and bond dowels to wheel stop. Recess head of dowel beneath top of wheel stop.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

3.12 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
 - 1. See Section 014550 – Testing and Inspection Services.

END OF SECTION 321313

SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cold-applied joint sealants.
 - 2. Hot-applied joint sealants.
 - 3. Joint-sealant backer materials.
 - 4. Primers.
- B. Proposed Substitutions: See Section -16000 "Product Requirements."

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product.
- C. Samples: For each kind and color of joint sealant required.
- D. Paving-Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.

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PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.
 - 1. Products: Sikaflex® 1c SL, or approved equal.

2.3 JOINT-SEALANT BACKER MATERIALS

- A. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.4 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Cleaning of Joints: Clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

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- C. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer.
- D. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- E. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- F. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
 - 1. Remove excess joint sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- H. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.
- I. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

END OF SECTION 321373

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SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Sodding.

1.2 DEFINITIONS

- A. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- B. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Certification of grass seed.
 - 1. Certification of each seed mixture for turfgrass sod.
- B. Product certificates.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

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1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. Quality: State-certified seed of grass species as listed below for solar exposure.
 - 2. Quality: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
 - 3. Sun and Partial Shade: Proportioned by weight as follows, or approved equal:
 - a. 50 percent Kentucky Bluegrass.
 - b. 33 percent Creeping Red Fescue.
 - c. 17 percent Kokamo Perennial Ryegrass.

2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2.3 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

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- B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.

2.4 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.1 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 10 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- E. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch, peat mulch and planting soil within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

3.2 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

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- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.

3.3 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 - 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

END OF SECTION 329200

SECTION 334100 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings.
 - 2. Manholes.
 - 3. Cleanouts.
 - 4. Nonpressure transition couplings.
 - 5. Catch basins.
 - 6. Stormwater inlets.
 - 7. Pipe outlets.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For each type of product indicated.
- C. Shop Drawings:
 - 1. Manholes: Include plans, elevations, sections, details, frames, and covers.
 - 2. Catch basins and stormwater inlets. Include plans, elevations, sections, details, frames, covers, and grates.

1.3 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Architect and Owner no fewer than two days in advance of proposed interruption of service.
 - 2. Do not proceed with interruption of service without Architect's and Owner's written permission.

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PART 2 - PRODUCTS

2.1 PE PIPE AND FITTINGS

- A. Corrugated PE Drainage Pipe and Fittings NPS 3 to NPS 10: AASHTO M 252M, Type S, with smooth waterway for coupling joints.
 - 1. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with tube and fittings.
 - 2. Soiltight Couplings: AASHTO M 252M, corrugated, matching tube and fittings.
- B. Corrugated PE Pipe and Fittings NPS 12 to NPS 60: AASHTO M 294M, Type S, with smooth waterway for coupling joints.
 - 1. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.
 - 2. Soiltight Couplings: AASHTO M 294M, corrugated, matching pipe and fittings.

2.2 PVC PIPE AND FITTINGS

- A. PVC Storm Sewer Piping:
 - 1. Pipe: ASTM D 3034, SDR 35, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
 - 2. Fittings: ASTM D 3034, PVC with bell ends.
 - 3. Gaskets: ASTM F 477, elastomeric seals.

2.3 NONPRESSURE TRANSITION COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
 - 1. For Concrete Pipes: ASTM C 443, rubber.
 - 2. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - 3. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
 - 4. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

2.4 CLEANOUTS

A. Plastic Cleanouts:

1. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.5 MANHOLES

A. Standard Precast Concrete Manholes:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Diameter: 48 inches minimum unless otherwise indicated.
3. Ballast: Increase thickness of precast concrete sections or add concrete to base section as required to prevent flotation.
4. Base Section: 6-inch minimum thickness for floor slab and 6-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
5. Riser Sections: 6-inch minimum thickness, and lengths to provide depth indicated.
6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated, and top of cone of size that matches grade rings.
7. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
8. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
9. Steps: Individual FRP steps or FRP ladder, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches.
10. Adjusting Rings: Interlocking HDPE rings with level or sloped edge in thickness and diameter matching manhole frame and cover, and of height required to adjust manhole frame and cover to indicated elevation and slope. Include sealant recommended by ring manufacturer.
11. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover, and height as required to adjust manhole frame and cover to indicated elevation and slope.

B. Manhole Frames and Covers:

1. Description: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inch-minimum width flange and 26-inch-diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
2. Material: ASTM A 536, Grade 60-40-18 ductile iron unless otherwise indicated.

2.6 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350/350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.
 - 1. Reinforcing Fabric: ASTM A 185/A 185M, steel, welded wire fabric, plain.
 - 2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (420 MPa) deformed steel.
- C. Manhole Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.
 - 1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - a. Invert Slope: 1 percent through manhole.
 - 2. Benches: Concrete, sloped to drain into channel.
 - a. Slope: 4 percent.

2.7 CATCH BASINS

- A. Standard Precast Concrete Catch Basins:
 - 1. Description: ODOT 2-2B catch basin.
- B. Frames and Grates: ASTM A 536, Grade 60, ductile iron designed for A-16, structural loading. Include flat grate with small square or short-slotted drainage openings.
 - 1. EJIW 5110, Type M3 sinusoidal grate or approved equal.

2.8 STORMWATER INLETS

- A. Curb Inlets: EJIW 7022, Type M3 sinusoidal grate or approved equal.-

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.
- F. Install gravity-flow, nonpressure drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow.
 - 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
 - 3. Install piping with 36-inch minimum cover.
 - 4. Install PE corrugated sewer piping according to ASTM D 2321.
 - 5. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping according to the following:
 - 1. Join corrugated PE piping according to ASTM D 3212 for push-on joints.
 - 2. Join PVC corrugated sewer piping according to ASTM D 2321 for elastomeric-seal joints.

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3.4 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Where specific manhole construction is not indicated, follow manhole manufacturer's written instructions.
- D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements.

3.5 CATCH BASIN INSTALLATION

- A. Set frames and grates to elevations indicated.

3.6 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318.

3.7 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping in building's storm building drains specified in Section 221413 "Facility Storm Drainage Piping."
- B. Make connections to existing piping and underground manholes.
 - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 - 2. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi .
 - 3. Make branch connections from side into existing piping, NPS 21 or larger, or to underground manholes and structures by cutting into existing unit and creating an opening large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall unless otherwise indicated. On outside of pipe, manhole, or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.
 - a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi unless otherwise indicated.
 - b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.

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4. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.8 IDENTIFICATION

- A. Materials and their installation are specified in Section 312000 "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
 1. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.9 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 1. Submit separate reports for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 4. Submit separate report for each test.
 5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
 - b. Option: Test plastic piping according to ASTM F 1417.

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- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

END OF SECTION 334100

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SECTION 334600 - SUBDRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Perforated-wall pipe and fittings.
 - 2. Geotextile filter fabrics.
- B. Proposed Substitutions: See Section 016000 "Product Requirements."

1.2 RELATED SECTIONS

- A. Section 334700 "Foundation Drainage Piping."

1.3 ACTION SUBMITTALS

- A. Submittal Procedures: See Section 013300 "Submittal Procedures."
- B. Product Data: For geotextile filter fabrics.

PART 2 - PRODUCTS

2.1 PERFORATED-WALL PIPES AND FITTINGS

- A. Perforated Corrugated PE Drainage Pipe and Fittings NPS 3 to NPS 10: AASHTO M 252M, Type S, with smooth waterway for coupling joints.

2.2 SOIL MATERIALS

- A. Soil materials are specified in Section 312000 "Earth Moving."

2.3 GEOTEXTILE FILTER FABRICS

- A. Description: Fabric of PP or polyester fibers or combination of both, with flow rate range from 110 to 330 gpm/sq. ft. when tested according to ASTM D 4491.
- B. Structure Type: Nonwoven, needle-punched continuous filament.

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1. Survivability: AASHTO.
2. Styles: Flat and sock.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 FOUNDATION DRAINAGE INSTALLATION

- A. Place impervious fill material on subgrade adjacent to bottom of footing after concrete footing forms have been removed. Place and compact impervious fill to dimensions indicated, but not less than 6 inches deep and 12 inches wide.
- B. Lay flat-style geotextile filter fabric in trench and overlap trench sides.
- C. Place supporting layer of drainage course over compacted subgrade and geotextile filter fabric, to compacted depth of not less than 4 inches.
- D. Encase pipe with sock-style geotextile filter fabric before installing pipe. Connect sock sections with tape.
- E. Install drainage piping as indicated in Part 3 "Piping Installation" Article for foundation subdrainage.
- F. Add drainage course to width of at least 6 inches on side away from wall and to top of pipe to perform tests.
- G. After satisfactory testing, cover drainage piping to width of at least 6 inches on side away from footing and above top of pipe to within 12 inches of finish grade.
- H. Install drainage course and wrap top of drainage course with flat-style geotextile filter fabric.
- I. Place backfill material over compacted drainage course. Place material in loose-depth layers not exceeding 6 inches. Thoroughly compact each layer. Final backfill to finish elevations and slope away from building.

3.3 PIPING INSTALLATION

- A. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.

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1. Foundation Subdrainage: Install piping level and with a minimum cover of 36 inches unless otherwise indicated.
 2. Lay perforated pipe with perforations down.
 3. Excavate recesses in trench bottom for bell ends of pipe. Lay pipe with bells facing upslope and with spigot end entered fully into adjacent bell.
- B. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.
- C. Install thermoplastic piping according to ASTM D 2321.

3.4 PIPE JOINT CONSTRUCTION

- A. Join perforated PE pipe and fittings with couplings according to ASTM D 3212 with loose banded, coupled, or push-on joints.
- B. Special Pipe Couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and fit materials and dimensions of both pipes.

3.5 CONNECTIONS

- A. Comply with requirements for piping specified in Section 334100 "Storm Utility Drainage Piping." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect low elevations of subdrainage system to building's solid-wall-piping storm drainage system.
- C. Where required, connect low elevations of foundation subdrainage to stormwater sump pumps. Comply with requirements for sump pumps.

3.6 FIELD QUALITY CONTROL

- A. Tests and Inspections:
1. After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling.
 2. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.
- B. Drain piping will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

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3.7 CLEANING

- A. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

END OF SECTION 334600

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SUBDRAINAGE

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